

Standard Terms and Conditions

1 General.

- 1.1 These terms and conditions (Conditions) do not apply if there is an Existing Contract in place between the Customer and the Supplier which specifies other terms. The Purchase Order and these Conditions constitute the agreement between the Customer and the Supplier for the provision of the Supplies (Contract). The parties agree that the Contract replaces any agreement to be bound by the Supplier's standard terms and conditions for provision of the Supplies.
- 1.2 The Supplier will be deemed to have accepted the Contract at 5.00pm on the next business day following the day on which the Supplier received the Purchase Order and Conditions (Acceptance Date), unless the Customer is notified otherwise by the Supplier in writing.
- 1.3 If there is any inconsistency between the Purchase Order or the Conditions, the Conditions prevail to the extent of the inconsistency.
- 1.4 In these Conditions, unless the context otherwise requires:
- (a) Confidential Information means all information disclosed by the Customer (whether before or after the Acceptance Date) or which otherwise comes to the knowledge of or into the possession of, the Supplier under or in connection with the Contract. For clarity, Confidential Information includes 'personal information' as defined in the *Privacy Act 1988* (Cth);
 - (b) Customer means the person named on the Purchase Order as the customer;
 - (c) Existing Contract means the terms and conditions of any agreement between the Customer and the Supplier that is in force as at the Acceptance Date relating to the provision of these particular Supplies or any agreement agreed and entered into by the Customer and the Supplier relating to the provision of these particular Supplies after the Acceptance Date;
 - (d) Goods means all the articles, goods, material or parts thereof (if any) referred to in the Purchase Order;
 - (e) GST and GST law have the meanings given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (f) Insolvency Event means where a party ceases to be able to pay its debts as they become due, ceases to carry on business, any step is taken to by a mortgagee to take possession or dispose of any part of the party's assets or business, any step is taken to appoint a receiver, manager, liquidator, trustee in bankruptcy or administrator with respect to the party or any analogous event occurs;
 - (g) Intellectual Property means all intellectual property rights including copyright, patents, trade marks, designs, trade secrets, know-how, any application for any of the foregoing and any rights of a similar nature;
 - (h) Price means the total price stated in the Purchase Order for the Supplies;
 - (i) Purchase Order means the purchase order form provided to the Supplier with these Conditions and any Specifications or other documents attached to, or incorporated by reference in, the Purchase Order;
 - (j) Specifications means any specifications, descriptions or statements of requirements of the Customer in respect of the Supplies, whether part of, attached to, or incorporated by reference in, the Purchase Order, or otherwise made known to the Supplier;
 - (k) Services means all the services (if any) referred to in the Purchase Order;
 - (l) Supplier means the person named on the Purchase Order as the supplier of the Supplies to the Customer, including that person's successors and permitted assigns and where the Supplier comprises more than one person, those persons jointly and severally;
 - (m) Supplies means the Goods and/or Services;
 - (n) Transurban Group means each of the following:
 - (i) Transurban International Limited (ARBN 121 746 825), Transurban Holdings Limited (ABN 86 098 143 429), Transurban Holding Trust (ARSN 098 807 419) and Transurban Infrastructure Management Limited (ACN 098 147 678) but only while the securities of those entities remain stapled securities (together the 'Stapled Entities');
 - (ii) each company in which the Stapled Entities, whether individually or collectively, own (directly or indirectly) 50% or more of the voting shares or securities; and/or
 - (iii) each company which is, for the purposes of section 50AA of the *Corporations Act 2001* (Cth), under the "control" of the Stapled Entities, whether individually or collectively; and
 - (o) Transurban Group Entity means any entity in the Transurban Group.
- 1.5 In these Conditions, unless the context otherwise requires:
- (a) words importing the singular include the plural and vice versa;
 - (b) reference to a person includes a body politic, a body corporate and a natural person;
 - (c) specifying anything in these Conditions after the word including or similar expression does not limit what is included;
 - (d) a reference to A\$, \$A, dollar or \$ is to Australian currency; and
 - (e) headings are for guidance only and do not affect the interpretation of the Contract.

2 Performance.

- 2.1 The Supplier must deliver the Goods and perform the Services at the time and place and in the manner specified in the Purchase Order or otherwise specified by the Customer. If no time is specified, as soon as practicable and in any event within a reasonable time.

3 Warranties.

- 3.1 The Supplier represents and warrants that:
- (a) it is authorised and has all necessary licences to sell the Goods and/or perform the Services; and
 - (b) nothing in the Supplies or their delivery / performance by Supplier or their receipt, use or enjoyment by Customer under this Contract infringes the Intellectual Property Rights of any third party.
- 3.2 The Supplier must:
- (a) supply the Goods and perform the Services in accordance with all applicable laws and standards;
 - (b) supply Goods that are new, genuine, free from any defects or encumbrances, are of acceptable quality and are fit for their purpose or any other purpose made known to the Supplier;
 - (c) perform the Services at a high standard with all due skill, care and diligence and engage appropriately qualified personnel to perform the Services; and
 - (d) supply Goods and/or perform Services that comply with the Purchase Order.

4 Delivery.

- 4.1 The Supplier must pay all delivery charges in connection with the delivery of the Goods including charges for packing, crating, freight and insurance charges, unless the Purchase Order expressly indicates that the Price is inclusive of all delivery charges.
- 4.2 The Supplier must deliver the Goods in the manner reasonably specified by the Customer, and must: be labelled with the Customer's Purchase Order number;
- (a) contain an itemised packing slip; and
 - (b) be properly packed for delivery.
- 4.3 Unless otherwise stated in the Purchase Order or the Existing Contract, the Goods must be delivered to Transurban Limited, Level 31, Tower 5, Collins Square, 727 Collins Street, Docklands VIC 3008.
- 4.4 If the Goods (or any item comprising the Goods) have not been delivered by the date specified for delivery on the Purchase Order for any reason other than that which is caused by the Customer, the Customer may:
- (a) require the Supplier to deliver, at its sole expense, such Goods by the most expeditious means of transportation; or
 - (b) terminate the Contract without liability and return, at the Supplier's expense, any unused items of Goods that may have been delivered and paid for by the Customer. The Supplier must promptly refund to the Customer the amounts paid for the items of Goods returned.

5 Defective Goods.

- 5.1 Notwithstanding clause 6, neither delivery of the Goods by the Supplier nor payment for the Goods by the Customer will under any circumstances be deemed to be acceptance of defective Goods by the Customer.
- 5.2 Subject to applicable laws, if the Goods do not meet the requirements of the Contract, the Customer may reject those Goods. To the extent permitted by law, including the Australian Consumer Law and without prejudice to any other right or remedy of the Customer, the Customer may, at its option, require the Supplier to:
- (a) replace, without cost to the Customer, the rejected Goods with Goods that satisfy the requirements of the Contract;
 - (b) refund any payment made for the rejected Goods; or
 - (c) repair the Goods, to the satisfaction of the Customer.
- 5.3 The Supplier must reimburse the Customer for any reasonable costs incurred in relation to returning rejected Goods.

6 Title and risk.

- 6.1 Title to, property in, and risk of loss of or damage to, the Goods passes to the Customer on delivery.

7 Inclusive price.

- 7.1 The Price is inclusive of:
- (a) GST and all taxes, duties and other imposts in connection with the performance of the Contract;
 - (b) all amounts payable for the use (whether in the course of manufacture or use of the Goods or the performance or enjoyment of the Services or the use of the outcomes of the Services) of any Intellectual Property; and
 - (c) all charges for supply of the Goods or the performance of the Services.
- 7.2 The Supplier must not impose any charges (other than the Price) such as charges for testing, inspection, packing, delivery and insurance.
- 7.3 If the Purchase Order indicates that the Price is GST inclusive and, for any reason, a supply made under the Contract is not subject to GST, the amount payable or other consideration to be provided for that supply shall be reduced by the amount of GST incorrectly added to the Price.

8 Payment.

- 8.1 Subject to the satisfactory performance of the Contract by the Supplier, the Customer must pay the Price no later than 30 days after the receipt by the Customer of a correctly rendered invoice to invoices@transurban.com.
- 8.2 An invoice will be correctly rendered if it:
- (a) is issued after the Goods are delivered to the Customer and/or the Services are performed, in accordance with the Contract;
 - (b) is accompanied by reasonable documentation substantiating the amount claimed;
 - (c) complies with requirements for a tax invoice for the purposes of the GST law (if applicable); and
 - (d) contains the Customer's Purchase Order number and, to the extent applicable, the delivery address, delivery date of the Goods, completion date of Services, line item description, quantity of Goods delivered or backordered, unit purchase price for Goods, unit fees for Services, serial numbers for the Goods, taxes and a list which separates prices and fees for taxable, non-taxable and tax exempt Supplies.
- 8.3 The Customer will be entitled to any early payment discounts offered by the Supplier.

8A. Taxes.

- 8A.1 The Supplier is liable for all taxes arising in connection with this Contract or any payment under this Contract.

9 Conduct by the Supplier.

- 9.1 The Supplier must, when using the Customer's premises or facilities for any purpose related to the performance of the Contract, comply with any reasonable directions and policies of the Customer including in respect of workplace health and safety, sustainability, information technology and security (as amended from time to time).
- 9.2 The Supplier must comply with the Customer's policies whether specifically drawn to the attention of the Supplier or as may be reasonably inferred from the circumstances. In particular, the Supplier must review and commit itself to the Customer's "[Supplier Sustainability Code of Practice](#)".

10 Intellectual Property.

- 10.1 All Intellectual Property howsoever created under the Contract vests in the Customer on creation including any manuals, training materials, guides and specifications provided as part of the Supplies. The Supplier must not use, disclose, copy or reproduce such Intellectual Property except for the purposes of the Contract.
- 10.2 The Supplier grants the Customer a non-exclusive, assignable, royalty free, perpetual and irrevocable license to use the Supplier's Intellectual Property.
- 10.3 The Supplier will not furnish the name, trade mark or proprietary indicia of the Customer as a reference, or utilise the name, trade mark or proprietary indicia of the Customer in any manner.

11 Confidential Information and privacy.

- 11.1 The Supplier must hold in confidence and not disclose, and must ensure its officers, employers, agents and subcontractors hold in confidence and do not disclose, Confidential Information except as required in order to perform its obligations under this Contract. This clause 11.1 does not apply to information which is part, or becomes part, of the public domain otherwise than by breach of the Contract or which is required by law or the rules of any stock exchange to be disclosed.
- 11.2 The Supplier must, and must ensure that its employees, agents and subcontractors:
- (a) only use or access the computer systems, software and data of a Transurban Group Entity with the Customer's authorisation;
 - (b) do not introduce into the computer systems, software or data of a Transurban Group Entity any virus, timebomb or other malicious code;
 - (c) comply with any direction from the Customer in relation to computer systems, software or data of any Transurban Group Entity; and
 - (d) comply with copyright laws which prohibit the making or use of any unauthorised copies of computer software.
- 11.3 The Supplier agrees that:
- (a) it will not collect, use, disclose, store, transfer or otherwise handle 'personal information' (as defined in the *Privacy Act 1988* (Cth)) that it collects in connection with the Contract except to the extent that it is reasonably necessary for the performance of its obligations to the Customer or under this Contract and only in accordance with the Customer's Privacy Policy, the *Privacy Act 1988* (Cth) and any other relevant privacy legislation;
 - (b) in respect of any act or practice engaged in by the Supplier in connection with the performance of its obligations to the Customer or under this Contract, it will comply with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth); and
 - (c) it will not transfer or disclose any such personal information to any recipient outside of Australia or allow or permit any person located outside Australia to access or receive any such personal information without the Customer's prior written consent.

11.4 The Supplier must immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause

12 Indemnity, insurance and liability.

- 12.1 To the extent permitted by law, the Supplier indemnifies the Customer against any loss, liability and expense arising out of, or in connection with:
- (a) any unlawful or negligent act or omission of the Supplier or its officers, employees or subcontractors;
 - (b) breach of the Contract by the Supplier or its officers, employees or subcontractors;
 - (c) infringement or alleged infringement of any Intellectual Property by the Supplier or its officers, employees or subcontractors;
 - (d) the infringement or alleged infringement of any Intellectual Property Right relating to the Supplies (including the provision / delivery by Supplier and / or receipt, use and enjoyment by Customer under this Contract); and
 - (e) personal injury, death or property damage,
- except to the extent such loss, liability or expense is caused or contributed to by conduct of the Customer that is fraudulent or negligent.
- 12.2 In the event of a claim relating to any actual or alleged infringement of any Intellectual Property by the Supplier, the Supplier must at the election of the Customer:
- (a) procure for the Customer the right to continue using the affected Supplies free from any infringement;
 - (b) modify the Supplies so that the Customer is no longer infringing any Intellectual Property without causing a loss of functionality or performance;
 - (c) promptly replace the Supplies with other goods or services free from infringement of any Intellectual Property which have the same or better performance or functionality capabilities than the original Supplies; or
 - (d) accept the return of the Supplies at the Supplier's expense and promptly refund the Customer all monies paid in connection with the affected Supplies.
- 12.3 In addition to the insurance that the Supplier is required to maintain by legislation (including workers compensation and compulsory third party motor vehicle insurance) the Supplier must maintain appropriate insurance cover (by an insurer approved by the Australian Prudential Regulatory Authority and rated not less than A- by Standard & Poors (Australia) Pty Limited)) sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the Supplies, including, as applicable (or as otherwise agreed in writing):
- (a) for the provision of all Goods and Services, public liability insurance for not less than \$20 million for any one occurrence and unlimited in the aggregate;
 - (b) for the provision of all Goods, product liability insurance for not less than \$20 million per occurrence;
 - (c) for the provision of all Services, professional indemnity insurance for not less than \$10 million per annum for the period from the Commencement Date until 6 years after the date of termination or expiration of this Contract; and
 - (d) for the provision of Goods or Services involving access to a site of the Transurban Group ("Site"), Motor Vehicle insurance covering third party property damage in respect of all registrable vehicles to be brought onto the Site (or otherwise used in connection with supply of Supplies), for at least \$20 million for any one occurrence and unlimited in the aggregate.
- 12.4 The Supplier must provide evidence of such insurance to Customer and on each occasion that the insurance policy is renewed.
- 12.5 Where required by the relevant insurance policy, the Supplier must notify its insurers in writing of its professional obligations arising out of or in connection with this Contract.
- 12.6 The Supplier must ensure that any subcontractors have sufficient and enforceable insurance to satisfy their obligations arising out of or in connection with this Contract.

13 Termination.

- 13.1 Without limiting any other rights or remedies a party may have, either party may terminate the Contract by giving 10 business days' prior written notice to the other party, if the other party commits a material breach the Contract that is incapable of remedy, or an Insolvency Event occurs.
- 13.2 Without prejudice to any of its other rights under these Conditions or at law, the Customer may terminate the Contract by providing a minimum of 10 business days written notice to the Supplier. If the Customer terminates the Contract, the Supplier may recover its reasonable direct costs incurred up to the date of termination.
- 13.3 Termination of the Contract under clause 13 does not affect any accrued rights or remedies of a party.

14 Waiver.

- 14.1 Waiver of any provision or right under the Contract must be in writing signed by the party entitled to the benefit of that provision or right, and is effective only to the extent set out in the written waiver.

15 Set off.

- 15.1 The Customer may set off any amount it owes the Supplier against any amount owing, or claimed by the Customer to be owing, by the Supplier to the Customer under the Contract.

16 Contract variation.

- 16.1 The Contract may only be varied in writing and signed by each party.

17 Assignment and subcontracting.

- 17.1 The Supplier must not assign, novate or subcontract its obligations under the Contract, in whole or in part, without the prior written consent of the Customer.

18 Negation of employment, partnership and agency.

- 18.1 The Contract does not create a relationship of employment, agency or partnership between the Supplier and the Customer.

19 Severability.

- 19.1 A term or part of a term of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining terms or parts of the term continue in force.

20 Survival.

- 20.1 Clauses 3 (Warranties), 5 (Defective Goods), 11 (Confidential Information and privacy), 12 (Indemnity and insurance), 15 (Set Off) and this clause 20 (Survival) will survive expiry or termination of the Contract.

21 Entire agreement.

- 21.1 The Contract constitutes the entire agreement between the parties in connection with its subject matter.

22 Applicable law.

- 22.1 The Contract will be governed by, and construed in accordance with, the laws of Victoria and the Supplier irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of Victoria.

23 Transurban Group.

- 23.1 The Supplier will provide the Supplies to the Customer however, the Supplier acknowledges and agrees that all members of the Transurban Group may make use of and enjoy the benefit of the Supplies and the Customer will benefit from this Contract as though references to "Customer" in this Contract (other than in this clause) were references to "the Transurban Group".
- 23.2 All Liability whatsoever suffered or incurred by the Transurban Group in connection with this Contract (Group Losses) are deemed to be suffered or incurred by the Customer for the purpose of these Conditions. The Customer may exercise all rights and remedies under these Conditions or at law in respect of Group Losses as if those Group Losses had been suffered or incurred by the Customer directly.