Standard Terms and Conditions

1. General. 1.1 In the absence of an Existing Contract in which case these terms and conditions (Conditions) do not apply, the Purchase Order and these Conditions will constitute the agreement between the Customer and the Supplier for the provision of the Supplies (Contract) and 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 (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: Confidential Information means all information in any form relating to the business or affairs of the Customer which is disclosed, communicated or delivered to, learnt or developed by 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 any applications for any of the foregoing and any rights of a similar nature; Price means the total price stated in the Purchase Order for the Supplies; 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; Specifications means any specifications, descriptions or statements of requirements of the Customer in respect of the Supplies, whether part of, a Purchase Order or otherwise specified by the Customer and if no time is specified, as soon as practicable and in any event within a reasonable time.

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 and if no time is specified, as soon as practicable and in any event within a reasonable time. 2.2 The Supplier must: (a) deliver 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 merchantable quality and are fit for their purpose or any other purpose made known (expressly or impliedly) 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; (d) supply Goods and/or perform Services that comply with the Purchase Order.

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 merchantable quality and are fit for their purpose or any other purpose made known (expressly or impliedly) 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; (d) supply Goods and/or perform Services that comply with the Purchase Order.

4. Delivery. 4.1 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. The Supplier must deliver the Goods in one package and the package must: (a) be labelled with the Customer's Purchase Order number; (b) contain an itemised packing slip; and (c) be properly packed for delivery. 4.2 Unless otherwise stated in the Purchase Order or the Existing Supplier Contract, the Goods must be delivered to Transurban Limited, Level 23, 727 Collins Street, Docklands, Victoria, 3008. 4.3 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 own 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 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 Customer will under any circumstances be deemed to be acceptance of those Goods by the Customer. 5.2 If the Goods do not meet the requirements of the Contract, the Customer may reject those Goods. 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 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.

10. Intellectual Property. 10.1 All Intellectual Property herewith 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 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 11.

12. Indemnity, insurance and liability. 12.1 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. 12.2 In
the event of a claim relating to any actual or alleged infringement of any Intellectual Property by the Supplier, the Customer 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 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: (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 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 for default or insolvency. 13.1 Without limiting any other rights or remedies the Customer may have against the Supplier, the Customer may terminate the Contract effective immediately by giving notice to the Supplier if the Supplier breaches the Contract.

14. Termination for convenience. 14.1 The Customer may at any time prior to the delivery of the Goods: (a) terminate the Contract with respect to those Goods without incurring any liability, except that the Supplier may recover its reasonable direct costs incurred up to the date of termination; or (b) require the Supplier to substitute any items of Goods with other goods that are available from the Supplier in which case the Customer's liability is limited to the difference (if any) in the Price and the standard price of the substituted goods. 14.2 The Customer may at any time prior to the completion of the Services, terminate the Contract with respect to the Services without incurring any liability, except that the Supplier may recover its reasonable direct costs incurred up to the date of termination. 14.3 Termination of the Contract under clause 13 or 14 does not affect any accrued rights or remedies of a party.

15. Waiver. 15.1 Waiver of any provision of 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.

16. Set off. 16.1 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.

17. Contract variation. 17.1 The Contract may only be varied in writing and signed by each party.

18. Assignment and subcontracting. 18.1 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.

19. Negation of employment, partnership and agency. 19.1 The Contract does not create a relationship of employment, agency or partnership between the Supplier and the Customer.

20. Severability. 20.1 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.

21. Survival. 21.1 Clauses 3 (Warranties), 5 (Defective Goods), 11 (Confidential Information and privacy), 12 (Indemnity and insurance), 16 (Set Off) and this clause 21 (Survival) will survive expiry or termination of the Contract.

22. Entire agreement. 22.1 The Contract constitutes the entire agreement between the parties in connection with its subject matter.

23. Applicable law. 23.1 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.

24. Transurban Group. 24.1 The Supplier will provide the Supplies to 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 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”. 24.2 All Liability whatsoever suffered or incurred by the Transurban Group in connection with this Agreement (Group Losses) are deemed to be suffered or incurred by Customer for the purpose of these Terms. Customer may exercise all rights and remedies under these Terms or at law in respect of Group Losses as if those Group Losses had been suffered or incurred by Customer directly.