

# General conditions for the supply of goods

## 1. Supply of Goods

(a) The Supplier must supply the Goods to Simpro in accordance with the Specification and otherwise in accordance with these Conditions.

(b) The Supplier must deliver the Goods to the Delivery Address by the date (and where applicable, time) specified in the Work Order.

(c) If delivery of the Goods (or any part thereof) is likely to be delayed, the Supplier shall immediately give written notice to Simpro specifying all causes of such delay and a probable date for delivery. If Simpro is of the opinion that the delay is likely to substantially affect any obligations of Simpro to any third party, Simpro may, in its absolute discretion, cancel any part of any Work Order, without liability and without prejudice to any rights it has against the Supplier.

## 2. Price

The Price is fixed and includes all packaging, transport, insurance, loading, unloading, storage and any other costs incurred by the Supplier.

## 3. Acceptance or rejection of Goods

(a) If the Goods conform with the Specification, Simpro will promptly accept the Goods in writing. If the Goods do not conform, Simpro may reject the Goods within 10 business days of delivery by written notice giving reasons. If Simpro does not accept or reject the Goods within 10 business days of delivery, delivery will be deemed to have then occurred.

(b) The Supplier must at its own cost collect and remove any Goods that have been rejected as soon as practicable or Simpro may return the Goods to the Supplier at the Supplier's expense.

## 4. Cancellation

(a) Simpro may cancel the Work Order at any time by giving written notice to the Supplier who must, on receipt, immediately cease supplying the Goods and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the supply of Goods.

(b) Simpro will pay all reasonable amounts due in accordance with clause 2 for Goods supplied up until the date of cancellation (but not any loss of prospective profits).

## **5. Invoicing and payment**

(a) The Supplier must submit to Simpro a tax invoice in respect of the Goods once they are delivered (or at any time agreed in the Work Order). A tax invoice submitted for payment must contain the information necessary to be a tax invoice, together with such other information as Simpro may reasonably require.

(b) Simpro will pay the invoiced amount within 30 days of receipt of a compliant invoice. If Simpro disputes the invoiced amount, it will pay the undisputed amount (if any) and notify the Supplier of the dispute. The parties will endeavour to resolve any such dispute as expediently as possible.

(c) Payment of an invoice does not, in itself, constitute acceptance of the Goods in accordance with the Agreement.

## **6. Title and risk**

Title in the Goods will pass to Simpro upon payment for the Goods. Risk in the Goods will pass to Simpro when the Goods are delivered to the Delivery Address.

## **7. Intellectual Property Rights**

The Supplier grants to Simpro a non-exclusive, perpetual, royalty-free licence to use any Intellectual Property Rights in relation to any Goods supplied to the extent necessary to allow Simpro the full use and enjoyment of those Goods and the Supplier must, upon request by Simpro, do all things as may be necessary (including executing any documents) to give full effect to such rights.

## **8. Warranties**

### **The Supplier warrants to Simpro that:**

(a) it has complete ownership of the Goods free of any liens, charges and encumbrances and will provide the Goods on that basis. Accordingly, Simpro is entitled to clear, complete and quiet possession of the Goods;

(b) it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Goods; and

(c) the Goods:

(i) are new and fit for the purpose stated in the Specification (or, if no purpose is stated, the purpose for which the Goods would ordinarily be used);

(ii) are free from defects (including defects in installation);

(iii) are of merchantable quality and comply with all applicable laws;

(iv) comply with all applicable standards; and

(v) conform in all respects with the Specification and will continue to comply with the Specification for 24 months from the date of delivery or 12 months from the date of installation or initial use of the Goods, whichever is the sooner (Warranty Period). If, during the Warranty Period, Simpro finds any of the Goods to be defective, it will, at its option:

(A) return the defective Goods to the Supplier;

(B) make good any defective Goods and the Supplier agrees to reimburse Simpro for any expenses; or

(C) require the Supplier to repair or replace the defective Goods returned, free of charge (and the Warranty Period will be renewed accordingly).

## **9. Liability**

The Supplier indemnifies Simpro and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure by the Supplier to supply the Goods in accordance with these Conditions or any other breach of the Agreement.

## **10. Confidentiality and privacy**

The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.

## **11. Access**

(a) When entering the premises of Simpro, the Supplier must (and must ensure that its employees, agents and sub-contractors) use reasonable endeavours to protect people and property, prevent nuisance and act in a safe and lawful manner and comply with the safety standards and policies of Simpro (as notified to the Supplier).

(b) The Supplier acknowledges that if it (or any of its employees, agents and sub-contractors) enters Simpro's premises, it does so at the Supplier's own risk.

## 12. Sub-contracting

(a) The Supplier must not sub-contract to any third person any of its obligations in relation to the supply of the Goods without the prior written consent of Simpro (which may be given or withheld in its absolute discretion).

(b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

## 13. Variation

The nature of the Goods, any dates for delivery, the Price or any other detail of the Work Order may only be varied in writing signed by the Supplier and Simpro.

## 14. General

(a) The Supplier must, in supplying the Goods, comply with all applicable laws.

(b) The Supplier must use all commercially reasonable efforts to ensure no Modern Slavery is involved in the supply of the Goods.

(c) The Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia. Each party irrevocably and unconditionally submits to the jurisdiction of the courts of Queensland.

(d) Time is of the essence in relation to the supply of the Goods.

## 15. Interpretation

**In these Conditions, unless the context otherwise requires:**

**Agreement** means the agreement for the supply of the Goods of which these Conditions and the Work Order form part.

**Conditions** means these general conditions for the supply of goods.



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**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, Simpro or its affiliates, which is by its nature confidential, including any information designated by Simpro as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information:

(a) which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions; or

(b) which the Supplier can demonstrate was:

(i) in its possession prior to the date of the Agreement; or

(ii) independently developed by the Supplier; or

(iii) lawfully obtained by the Supplier from another person entitled to disclose such information.

**Delivery Address** means the location or address to which the Goods are to be delivered.

**Goods** means the items to be supplied to Simpro.

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Modern Slavery** means any form of coercion, threats force or deception used to exploit any person and undermine or deprive them of freedom (eg human trafficking, slavery, servitude, child labour, forced marriage or debt bondage).

**Simpro** means Simpro Software Pty Ltd (ACN 121 998 945).

**Specification** means the specifications to which the Goods must comply, as set out in the Work Order or as otherwise communicated or published by the Supplier or its third party vendors.

**Supplier** means the person supplying the Goods under these Conditions.

**Price** means the cost of the Goods, as specified in the Work Order.

**Work Order** means any form of order or acknowledgment from Simpro for the supply of the Goods which incorporates these Conditions.