



Sydney Airport Corporation Limited (ABN 62 082 578 809) Conditions of Purchase (Goods and Services)

These are the conditions upon which (subject to any variation agreed in writing) the Supplier sells Products to Sydney Airport.

1. Definitions

In these Conditions:

Airport means Sydney (Kingsford Smith) Airport as defined under the *Airports Act 1996* (Cth).

Applicable Laws means any Statutory Requirements applicable to the supply of Products pursuant to these Conditions.

Business Day means any day other than:

- (a) a Saturday, Sunday or public holiday; or
- (b) 27, 28, 29, 30 or 31 December.

Conditions means these Conditions of Purchase (Goods and Services), which together with an Order form the contract between Sydney Airport and the Supplier for the supply of Products.

Goods means the goods described in an Order.

Contract Intellectual Property means all Intellectual Property developed or created by the Supplier or the Supplier's personnel in performing the Services including any documentation produced as part of the Services.

GST means the goods and services tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means all intellectual property rights, whether or not now existing, arising under statute or common law anywhere in the world in respect of works protected by copyright, trade marks, designs, patentable inventions, circuit layouts, databases, know-how, confidential information and trade secrets, and any application or right to apply for registration of any intellectual property in respect of such subject matter.

Moral Rights means a right of integrity of authorship; a right of attribution of authorship; a right not to have authorship falsely attributed; and/or a right of a similar nature, which is conferred by statute, and which exists or comes to exist anywhere in the world, in relation to a copyright work or other subject matter.

Order means a written purchase order for Products which is given by a representative of Sydney Airport to the Supplier.

Price means the price for the Products (including any and all applicable delivery or freight costs) as agreed between Sydney Airport and the Supplier:

- (a) the price described in the Order; or
- (b) if no price is set out in the Order, then the price set out in the most recent schedule of prices agreed between Sydney Airport and the Supplier.

Products means the Goods and/or Services.

Services means the services described in an Order.

Site means those locations at the Airport where the Services are to be performed.

Specification means any documents or statements describing the Products provided to Sydney Airport and referred to in in the Order, or in the absence of such a description or statement in the Order then the Supplier's published specifications for the Product.

Statutory Requirement means any statute, regulation, order, rule, subordinate legislation or other obligation enforceable under any statute,

regulation, order, rule or subordinate legislation.

Supplier means the individual or company to whom the Order is directed and who will supply the Products to Sydney Airport.

Sydney Airport means Sydney Airport Corporation Limited (ABN 62 082 578 809).

Variation means unless otherwise stated in the Conditions any change to the Order including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Order.

WH&S means work health and safety.

2. Application of these Conditions

- (a) Unless otherwise agreed in writing between the parties, these Conditions apply to any Order Sydney Airport places with the Supplier.
- (b) Each time the Supplier accepts an Order from Sydney Airport the Supplier accepts these Conditions which supersede all prior correspondence between the parties regarding the subject matter of the Order.
- (c) The Supplier will be deemed to have accepted an Order on the earlier of:
 - i. when the Supplier issues a written acceptance or acknowledgement of receipt of an Order (not otherwise rejecting it); or
 - ii. twenty-four (24) hours after the Order is sent (if the Supplier does not notify Sydney Airport before this time that it does not accept the Order).
- (d) Sydney Airport expressly rejects the Supplier's sale or service terms and under no circumstances will acceptance of, or payment for Products constitute acknowledgement or acceptance of the Supplier's sale or service terms.

3. Variations

- (a) Sydney Airport may give the Supplier written notice of an intended Variation titled "Variation Proposal".
- (b) The Supplier must within 24 hours of receiving a "Variation Proposal", notify Sydney Airport:
 - i. whether the Variation can be effected; and
 - ii. the Supplier's estimate of the effect on the Price, the delivery date and/or the completion date (if applicable) and the program.
- (c) Sydney Airport may direct the Supplier to give a detailed quotation for the proposed Variation supported by measurements or other evidence of cost. The Price will not be varied for the costs of each compliance with clauses 3(b) and 3(c).
- (d) Whether or not a Variation Proposal has been sought, Sydney Airport may direct the Supplier to carry out a Variation. If this occurs, the Price will be varied by a reasonable amount:
 - i. agreed between the parties; or
 - ii. if both parties do not agree on the cost of the variation within 5 Business Days of Abacus directing the Variation, failing agreement, as determined by Sydney Airport, based on and schedule of rates included in the Order, to the extent they are applicable to the varied work or where there is no schedule of rates, using reasonable rates and prices.
- (e) The Supplier must not vary the Order unless a direction



pursuant to clause 3(d) has been issued by Sydney Airport.

4. Cancellation of Orders

Sydney Airport may give the Supplier written notice to cancel or vary an Order (in full or part) titled "Cancellation Notice", in which event:

- (a) in the case of Goods ordered by Sydney Airport:
 - i. Sydney Airport may give the Supplier a "Cancellation Notice" at any time prior to the Goods being delivered;
 - ii. the Supplier must as soon as reasonably practicable after receiving a "Cancellation Notice", notify Sydney Airport:
 - A. whether the "Cancellation Notice" has been effected; and
 - B. whether the Goods have been dispatched from the Supplier to Sydney Airport;
 - iii. if the Goods have not been dispatched from the Supplier, the Supplier is to retain the goods which are the subject of the "Cancellation Notice" and Sydney Airport will not be liable for any costs associated with the Goods not yet dispatched and referred to in this subclause 3(a)(iii);
 - iv. if the Goods have been dispatched from the Supplier, the Supplier will provide written proof to Sydney Airport of any reasonable delivery costs associated with the Goods which are the subject of the "Cancellation Notice" and the Supplier will be entitled to claim payment in accordance with clause 8.
- (b) in the case of Services being supplied to Sydney Airport:
 - i. the Supplier must as soon as reasonably practicable after receiving a "Cancellation Notice", notify Sydney Airport whether any Services have been carried out prior to the date of the "Cancellation Notice";
 - ii. if no Services which are the subject of the "Cancellation Notice" have been carried out, Sydney Airport will not be liable for any costs associated with the Services the subject of the "Cancellation Notice";
 - iii. if the Supplier has carried out any component of the Services which are the subject of the "Cancellation Notice", the Supplier will provide written proof to Sydney Airport of the Services carried out and the costs associated which are the subject of the "Cancellation Notice" and the Supplier will be entitled to claim payment in accordance with clause 8.

5. Delivery

- (a) If the Order is for Goods, the Supplier must supply the Goods to Sydney Airport:
 - i. at the location;
 - ii. in accordance with the Specification;
 - iii. in the quantity and at the Price;
 - iv. by the time and date;
 - v. in a fit and proper condition and properly packed for delivery; and
 - vi. including installation and/or assembly, as specified in the Order.
- (b) If the Order is for Services, the Supplier must supply the Services to Sydney Airport
 - i. with all due skill and care;
 - ii. in accordance with the Specification;
 - iii. in compliance with any Statutory Requirements relating to the Services or supply of the Services and any other requirements relevant to providing Services to Sydney Airport as notified to the Supplier or contained in the Order;
 - iv. in a manner which prevents (or if not possible to prevent, limits) the impact on Airport operations; and

v. in a manner which does not present a hazard, and if applicable, co-operatively coordinates with other contractors working at the Site.

- (c) If the Supplier will be unable to supply the Products or only part of the Products by the date specified in the Order, it must notify Sydney Airport in writing immediately and provide details of the cause of delay or inability to deliver.
- (d) The Supplier will deliver the Products as soon as practicable after the written notice referred to in subclause 4(c) and if it is unable to deliver the Goods within 7 Business Days, will cause and arrange delivery, at a cost to the Supplier.
- (e) In the case of delivery of Goods, the Supplier must obtain the signature and printed name of the Sydney Airport personnel on staff to accept delivery of the Goods (Proof of Delivery). It is the Supplier's responsibility to keep and maintain the Proof of Delivery. In the event there is a dispute in relation to unpaid invoices under these Conditions, the Supplier will be required to produce the Proof of Delivery as evidence of Goods delivered to Sydney Airport.

6. Invoicing

- (a) When supplying Goods to Sydney Airport, the Supplier must ensure that all invoices, packing slips and all other correspondence relating to the Order include the following details:
 - i. the name of the Sydney Airport representative who made the Order; and
 - ii. a Sydney Airport purchase order number as printed on the Order or as otherwise notified by a representative of Sydney Airport to the Supplier.
- (b) Sydney Airport is unable to acknowledge receipt of the Products nor process payment for the Products unless the purchase order number is included in the documentation issued by the Supplier in relation to the Products.
- (c) The Supplier acknowledges that invoices which do not quote the purchase order number will be returned to the Supplier for insertion of the required information.

7. Acceptance of Goods

- (a) For each Delivery of an Order for Goods, Sydney Airport will inform the Supplier whether the Goods are of a reasonable satisfaction after Sydney Airport has had an opportunity to inspect the Goods supplied with respect to:
 - i. the quantity of the Goods; and
 - ii. whether the Goods supplied are those reflected in the Order in material and quality.
- (b) If the Goods are not to the satisfaction of Sydney Airport pursuant to the conditions of clause 6(a), then Sydney Airport may, at its complete discretion:
 - i. accept the Goods; or
 - ii. refuse to accept the Goods in which case:
 - A. Sydney Airport will inform the Supplier to collect the Goods from it; and
 - B. the Supplier must do so immediately, at the Supplier's cost.

8. Payment

- If:
 - (a) the Supplier has supplied the Products in accordance with the Order;
 - (b) (in the case of the supply of Goods) Sydney Airport accepts the Goods; and
 - (c) the Supplier has issued a valid tax invoice to Sydney Airport which:



- i. includes the Supplier's ABN;
- ii. reflects the terms of the Order;
- iii. identifies the amount of GST payable;
- iv. includes Sydney Airport's purchase order number;
- v. includes the relevant Sydney Airport contact in relation to the order;
- vi. includes the Supplier's bank account details to enable EFT payment transmission; and
- vii. is sent electronically to Sydney Airport Accounts Payable at Accounts.Payable@syd.com.au

(Tax Invoice) then Sydney Airport will pay the Supplier the Price, (subject to any adjustment Sydney Airport may be entitled to apply under clause 9).

- (d) Payment will be made by Sydney Airport by electronic funds transfer within 15 Business Days from date on which Sydney Airport receives the valid Tax Invoice from the Supplier in accordance with clause 8(c).
- (e) The Supplier acknowledges that no amount will be due and payable by Sydney Airport in respect of any such supply unless Sydney Airport has received from the Supplier the valid Tax Invoice in accordance with clause 8(c)
- (f) The Price for all Products supplied under an Order is inclusive of GST.

9. Set-off

Sydney Airport is entitled to deduct any debts due and owing to it from the Supplier under the Order or bona fide moneys claimed by Sydney Airport from the Supplier under the Contract (which are not the subject of a bona fide dispute).

10. Supplier's Warranty

The Supplier makes the following representations and warranties and it is a condition of these Conditions and any Order that:

- (a) in the case of Goods supplied by the Supplier, they will:
 - i. be free of any charges, encumbrances and all other adverse interests (including any Security Interest as defined in the *Personal Property Securities Act 2009* (Cth));
 - ii. be new, free from any defects in design, materials and workmanship, safe, fit for purpose for which they are sought, and of merchantable quality;
 - iii. be stored, delivered, transported and handled in accordance with best industry practice;
 - iv. comply with the Specifications; and
 - v. comply with all relevant standards and industry codes,
- (b) in the case of Services provided by the Supplier, they will:
 - i. comply with all reasonable directions of Sydney Airport;
 - ii. be supplied with due care, skill and diligence that would be expected of a skilled professional experienced in providing the same or similar services;
 - iii. be supplied to the best industry standards; and
 - iv. comply with all relevant standards and industry codes,
- (c) the Supplier, its employees, agents and subcontractors have the necessary facilities, equipment and suitably qualified personnel to prepare and supply the Products;
- (d) the Supplier holds all necessary licenses, permits and registrations required it by and to comply with the Applicable Laws;
- (e) the Supplier will perform all of its obligations under an Order in

accordance with the Applicable Laws; and

- (f) the Products do not infringe any Intellectual Property rights or other rights of any other third party.

11. Remedies for breach of Supplier's Warranty

If a Product does not comply with any of the warranties set out at clause 10, then without prejudice to any other remedies available to Sydney Airport (and notwithstanding that Sydney Airport may have already paid for the Products, taken delivery of the Products and/or accepted the Products), Sydney Airport may:

- (a) refuse to accept any subsequent supply of Products from the Supplier which the Supplier attempts to carry out;
- (b) reject some or all of the Products and return them to the Supplier at the Supplier's risk and cost;
- (c) require the Supplier to rectify the failure or replace the rejected Products at the Supplier's risk and cost.

12. Ownership and Copyright in Documentation

- (a) The Supplier must use all reasonable endeavours to procure that all Contract Intellectual Property vests in Sydney Airport upon creation.
- (b) To the extent the Contract Intellectual Property is not capable of being vested in Sydney Airport because the Supplier does not own those Contract Intellectual Property, the Supplier must ensure that Sydney Airport is irrevocably licenced to use those Contract Intellectual Property.
- (c) The Supplier:
 - i. agrees to assign and, to the extent permitted by law, absolutely assigns and transfers; and
 - ii. must procure that the Supplier's personnel assign and transfer,

to Sydney Airport with full title guarantee its and their entire right, title and interest in and to all existing and future Contract Intellectual Property, including all statutory and common law rights attaching thereto.

- (d) To the extent permitted by law, the Supplier must use all reasonable endeavours to procure that any individual who contributed to the Contract Intellectual Property unconditionally and irrevocably waives all Moral Rights in relation to it.

13. Indemnity

The Supplier indemnifies and will keep Sydney Airport indemnified in respect of any loss or liability (including Sydney Airport's reasonable legal costs and expenses) that Sydney Airport suffers or incurs a result, whether directly or indirectly, of:

- (a) any death or injury to a person, or any loss or damage to Sydney Airport's or a third party's real or personal property caused by the Supplier's act or omission or the Products;
- (b) any negligent or willful act or omission of the Supplier;
- (c) any infringement of Sydney Airport's Intellectual Property rights; and
- (d) any claim that the Products infringe the Intellectual Property rights of a third party,

but such indemnity will be proportionately reduced to the extent that Sydney Airport caused or to the extent contributed to the loss or liability.

14. Insurances

The Supplier must maintain the following insurances:

- (a) combined public and product liability insurance with a minimum limit of indemnity of \$10 million;
- (b) where the Supplier is supplying Services, it must maintain professional indemnity insurance with a minimum limit of



indemnity of \$1 million;

- (c) workers compensation insurance; and
- (d) insurance covering the Supplier for any loss or damage to any of the Supplier's property used directly or indirectly in connection with the Products.

In the event that the Supplier is carrying out activities airside, then its relevant policy/s of insurance must not contain any exclusionary provisions in relation to the operation of airports or activities carried out airside at an airport or in connection with an airport.

15. Work Health and Safety

The Supplier must:

- (a) comply with the requirements of the Applicable Laws related to WH&S;
- (b) exercise and implement all precautionary measures necessary to ensure the work health and safety of and the welfare of all workers and other persons, members of the public and other third parties who may be affected by the execution of the Services; and
- (c) eliminate where possible work health and safety risks or where elimination is not possible, minimise WH&S risks.

16. Supplier Conduct

The Supplier must:

- (a) conduct themselves in an upright and professional manner at all times whilst on Sydney Airport's premises;
- (b) act with honesty and integrity at all times;
- (c) not engage in any conduct that would bring Sydney Airport into disrepute;
- (d) not make disparaging statements, comments or remarks in relation to the Products, Sydney Airport, its personnel or any projects at Sydney Airport; and
- (e) comply with Sydney Airport's Supplier Code of Conduct (available at www.sydneyairport.com.au).

17. Confidentiality

The Supplier must not, without the prior written consent of Sydney Airport, disclose to anyone else (including by way of advertising) the existence or details of any Order, unless that disclosure is reasonably necessary to enable the Supplier to supply the Products to Sydney Airport.

18. Applicable Law

These Conditions and any Order made pursuant to them, are governed by the laws of New South Wales.

19. Interpretation

If any part of these Conditions is unenforceable or illegal it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or offending part) is to be severed from these Conditions without affecting the enforceability, validity or legality of these Conditions.

Any clause of these Conditions capable either expressly or by implication to have continuing effect after fulfilment or termination of an Order, shall survive termination.

20. Modern Slavery

- (a) In this clause 20:
 - i. **Modern Slavery** has the same meaning as in the Modern Slavery Legislation, which includes, among other things, any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under all applicable anti-slavery and human trafficking laws, statutes,

regulations and codes from time to time;

- ii. **Modern Slavery Legislation** means, as applicable, the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth) and their respective regulations and codes from time to time; and
- iii. **Personnel** means, in relation to a party, the officers, employees, agents, contractors and consultants engaged by that party.
- iv. **Supplier Group Member** means the Supplier, its Related Bodies Corporate (as that term is defined in the *Corporations Act 2001* (Cth)) and any of their respective Associates.

Compliance

- (b) The Supplier must, and must procure that each Supplier Group Member:
 - i. not engage in any activity that constitutes or involves Modern Slavery in the performance of obligations under the Order and these Conditions; and
 - ii. comply with all applicable Modern Slavery Legislation and this clause 20.

Supplier warranties

- (c) The Supplier warrants that:
 - i. it does not, and will not, engage in any activity that constitutes or involves Modern Slavery in the performance of obligations under the Order and these Conditions;
 - ii. it has investigated its practices and those of its Supplier Group Members and is satisfied that there are no activities that constitute or could constitute or involve Modern Slavery engaged in anywhere in its business, operations or supply chain;
 - iii. it and each Supplier Group Member:
 - A. have not been convicted of any offence involving Modern Slavery; and
 - B. have not been, and are not currently, the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any Authority in connection with Modern Slavery; and
 - iv. any information provided to Sydney Airport under this clause 20 is, and will be, to the best of Supplier's knowledge, true, complete and accurate.

Modern Slavery Risk Management

- (d) If the Supplier is:
 - i. required to prepare a modern slavery statement under the Modern Slavery Legislation; or
 - ii. not required to prepare a modern slavery statement under the Modern Slavery Legislation, but is assessed by the Supplier or Sydney Airport as being at high risk of causing or contributing to Modern Slavery taking place in its business, operations or supply chain (e.g. because it obtains inputs from countries reported to have a high incidence of Modern Slavery),

the Supplier must develop and implement, and procure that entities owned or controlled by it develop and implement, appropriate policies and processes to detect and deal with Modern Slavery in the Supplier's business, operations or supply chain to the reasonable satisfaction of Sydney Airport (**Modern Slavery Risk Management Procedure**), and, on written request of Sydney Airport, promptly provide a copy of the Modern Slavery Risk Management Procedure to it.

- (e) The Supplier must procure that each Supplier Group Member, and procure that each member of their respective supply



chains, implement the terms of a Modern Slavery Risk Management Procedure.

- (f) On written request of Sydney Airport, the Supplier must promptly give to Sydney Airport all information relating to a Modern Slavery Risk Management Procedure and any other information requested by Sydney Airport for the purposes of complying with Modern Slavery Legislation or the directions of any Authority.

Information

- (g) The Supplier must:
- i. make reasonable enquiries in relation to its business, operations or supply chain to ensure that the warranties in clause 20(c) remain at all times accurate;
 - ii. immediately notify Sydney Airport of any actual, suspected or anticipated breach of this clause 20 and immediately provide written notice of the breach in sufficient detail to Sydney Airport;
 - iii. If a notice pursuant to clause 20(g)(ii) has been issued, then Sydney Airport may direct the Supplier to, within a reasonable time and at its own expense, provide Sydney Airport with a written report that sets out the Modern Slavery compliance measures in place in its business, operations or supply chain, for the purpose of complying with this clause 20;
 - iv. comply with all reasonable directions of, and engage and consult in good faith with, Sydney Airport to enable Sydney Airport to comply with its corporate requirements with regards to the Modern Slavery Legislation; and
 - v. keep and provide access to such records in respect of compliance with this clause 19 as Sydney Airport advises are necessary.

Programs and training

- (h) If the Supplier is:
- i. required to prepare a modern slavery statement under the Modern Slavery Legislation; or
 - ii. not required to prepare a modern slavery statement under the Modern Slavery Legislation but is assessed by the Supplier or Sydney Airport as being a high risk of causing or contributing to Modern Slavery in its business, operations or supply chains (e.g. because it obtains inputs from countries reported to have a high incidence of Modern Slavery),

the Supplier must provide, and procure that each other Supplier Group Member provides, reasonable programs and training for its Personnel relating to Modern Slavery, including:

- iii. to ensure compliance with the Modern Slavery Legislation and any Modern Slavery Risk Management Procedure and due diligence processes of the Supplier;
 - iv. to promote awareness of the risks of Modern Slavery taking place in the Supplier's business, operations and supply chains; and
 - v. to develop capacity to assess and effectively address risks relating to Modern Slavery in its supply chain.
- (i) The Supplier must keep a record of all training and programs offered and completed and make a copy of such record available to Sydney Airport on written request.

21. Dispute resolution

- (a) If a party is in substantial breach of the Order and/or these Conditions (**Defaulting Party**), the other party (**Non-Defaulting Party**) may give the Defaulting Party a written notice requiring it to remedy the breach stating:
- i. that it is a notice ("**Show Cause Notice**") under this clause

21(a);

- ii. the breach relied upon; and
 - iii. that the breach must be remedied within the time stated in the Show Cause Notice (which time must not be less than 10 Business Days after the notice is received).
- (b) If the Defaulting Party does not remedy a substantial breach of the Order and/or the Conditions the subject of a Show Cause Notice under clause 21(a) within the time stated in the Show Cause Notice then the Non-Defaulting Party may, without prejudice to any other right it may have, terminate the Contract on 20 Business Days' notice ("**Termination Notice**") to the Defaulting Party, served at the Defaulting Party's address as set out in the Order.
- (c) If Sydney Airport exercises its right under clause 21(b), on termination of the Order for any reason, subject to clause 9, Sydney Airport shall pay the Supplier the pro-rata proportion of the Price due to the Supplier for the Goods delivered and/or the Services performed, including supply of materials, up to the date of termination, less any amounts previously paid to the Supplier.