

**Scania Australia Pty Limited ABN 44 000 537 333 (SAU)** purchases Goods and Services on the following terms and conditions and any Purchase Order issued by Scania, unless otherwise agreed in writing by authorised Scania Representatives.

## 1. DEFINITIONS

Unless the context otherwise requires:

**Deliverables** means Goods and Services.

**Goods** means the products, materials, supplies, equipment and other Goods the subject of a Purchase Order and, if applicable, forming part of the Services.

**Purchase Order** means an Order sent by SAU to the Supplier for the supply of Goods or Services.

**Services** means all Services to be performed by the Supplier as set out in a Purchase Order.

**Site** means the locations stated in a Purchase Order for the delivery of Goods or the performance of Services.

**Supplier** means the Supplier of the Deliverables as described in any Purchase Order.

**Terms** means these terms and conditions.

**Company** means the purchaser Scania Australia Pty Limited ABN 44 000 537 333.

**SAU** means the purchaser Scania Australia Pty Limited ABN 44 000 537 333.

**Order** means the Order placed by Scania Australia Pty Limited or the purchase Order submitted to the Supplier by Scania.

**Scania** means the purchaser Scania Australia Pty Limited ABN 44 000 537 333.

## 2. GENERAL

- a. Unless otherwise specifically agreed in writing between Scania and the Supplier these terms and conditions governing the supply of Goods as specified by this Purchase Order, shall be the only terms and conditions of an Order placed by Scania on Supplier.

## 3. OFFICIAL ORDER

- a. Scania is not responsible for Goods and/or Services furnished without a Purchase Order.

## 4. ACCEPTANCE

- a. By supplying Goods and/or Services in accordance with this Purchase Order, the Supplier is deemed to accept these terms and conditions.

## 5. PRICES

- a. The price of Goods and/or Services specified on this Purchase Order is firm and cannot be varied except in writing between the Supplier and Scania prior to delivery. Price to include all delivery charges, unless otherwise stated on the Purchase Order.

## 6. GST

- a. GST will apply to all Scania purchases except where identified as GST free by way of 0% as shown against the applicable item.

## 7. CANCELLATION

- a. Scania reserves the right to cancel the whole or any part of this purchase Order if delivery is not made in accordance with the terms and conditions of this Purchase Order, or if the Goods and/or Services do not correspond to the Purchase Order or if the Goods and/or Services fail to meet any tests required in the specification. In the event that Scania cancels the Purchase Order Scania may, at its sole discretion elect whether to return the Goods at the Supplier's expense and receive a full refund. The Supplier indemnifies Scania in respect of any loss it may suffer because of the cancellation of the Purchase Order.

## 8. INVOICES

- a. All invoices must constitute valid tax invoices for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 (Cth). Invoices that are not valid tax invoices will either not be paid or will be subject to withholding tax deduction. Invoices must be forwarded promptly to the address shown on the Purchase Order and must quote the Scania Purchase Order number otherwise they may be returned to the Supplier.

**9. COLLECTION FROM THE SUPPLIER**

- a. Scania Staff collecting Goods in person are required to produce to the Supplier a proof of identity. The Supplier must record staff details and obtain a receiving staff members signature for all Goods collected.

**10. TIME OF ESSENCE**

- a. Time is of the essence of this contract in relation to the Supplier's obligations.

**11. TITLE TO GOODS**

- a. Title of Goods free of encumbrances and all other adverse interest shall pass to Scania upon delivery

**12. OWNERSHIP OF INTELLECTUAL PROPERTY**

- a. Where Goods and/or Services supplied in respect of this Purchase Order have been prepared specifically for Scania and are not available to the general public the Supplier shall solely own and Scania shall have the right to use any copyright subsisting in all plans, diagrams, computer programs, dye block, plates and any other works created by the Supplier in the course of and for the purpose of this Purchase Order and shall be the owner of any registerable design arising from such work.
- b. Supplier acknowledges that any such material is confidential and shall not be used for any purpose without the written consent of Scania. Upon a request by Scania all such material shall be delivered to Scania and copies destroyed by the Supplier

**13. PAYMENT**

- a. Unless otherwise agreed by Scania in writing, Scania will pay the Supplier within 60 days of Scania receiving a correctly rendered invoice in accordance with the requirements of these Terms and the applicable Purchase Order.
- b. The preferred payment method is by Electronic Funds Transfer (EFT).
- c. Scania may set off against payment any amounts owing to Scania by the Supplier on any account whatsoever.
- d. Scania will not be liable to pay an invoice from the Supplier unless the invoice is correctly rendered. An invoice will be correctly rendered if it complies with the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes the following information:
  - i. Invoice Number;
  - ii. Purchase Order Number clearly stated on the invoice;
  - iii. Supplier's name and address;
  - iv. Period for which the invoice is submitted; and
  - v. Details of the Deliverables.
  - vi. Billed to Scania Australia Pty Limited ABN 44 000 537 333
  - vii. Sent to the correct Scania accounts payable email address

**14. SPECIFICATION, INSPECTION AND TESTING**

- a. The Goods and/or Services furnished must be exactly as specified in this Purchase Order, free from all defects in the Supplier's design, workmanship and materials. Whether paid for or not Scania shall be entitled to inspect the Goods and/or Services or carry out any tests required in the specification either during manufacture, before dispatch or at the point of delivery.
- b. Goods and/or Services must comply with any applicable design regulations or compulsory Australian Standards and must be accompanied by all necessary documentation and warranty details.

**15. PACKAGING, DELIVERY ADVICE & PACKING LIST**

- a. The price shown on this Purchase Order will include all wrapping, packing, cartons or carting including the GST component of these costs, where applicable, unless otherwise clearly stated on this Purchase Order. Supplier shall provide a delivery advice with each individual or part delivery. All delivery advices and packing lists must quote the Purchase Order number.
- b. Where a delivery consists of more than one package, each package should be numbered consecutively and copies of the advice note and packing slip included in the last package. Shipping marks shall be distinctive and conspicuous. All Goods shall be marked to ensure they are delivered in Good condition to the address stated on the Purchase Order.

**16. DELIVERY TO SCANIA**

- a. Goods shall be delivered to the place stated on the Purchase Order. Where Goods are not received by the due date Scania may cancel the Purchase Order in respect of all or part of the incomplete work and making payment only for those Goods received.
- b. Where the Supplier's inability to supply on time is due to causes beyond its control the Supplier may request an extension of time, if any, as it deems reasonable.
- c. Goods delivered in error, or failing to comply with these Terms and Conditions of the Purchase Order, will be returned to the Supplier at the Supplier's expense.

**17. PURCHASE ORDERS**

- a. These Terms apply to and govern all Purchase Orders placed by Scania whereby Deliverables are supplied, provided and/or delivered by the Supplier to Scania.
- b. A Purchase Order and the Terms will constitute the entire agreement between Scania and the Supplier for the supply of the Deliverables. No terms and conditions stated by the Supplier in any quotation, invoice or other document will be binding on Scania unless accepted in writing by an authorised signatory of Scania.
- c. To the extent that any conflict exists between the Terms and any other document forming part of any Purchase Order the following Purchase Order of priority will apply:
  - i. these Terms;
  - ii. the Purchase Order; and
  - iii. any attachments to, or other documents referred to in, the Purchase Order.
- d. Within three business days of receipt of a Purchase Order, the Supplier must reply to Scania to confirm receipt and that the Purchase Order will be completed by the time stated in the Purchase Order.
- e. In the absence of a Purchase Order, nothing in these Terms nor any action taken by Scania will give rise to a contractual relationship between Scania and the Supplier.

**18. SUPPLY OF GOODS AND SERVICES**

- a. Goods supplied pursuant to a Purchase Order must:
  - i. comply with the quantity, volume, description, standard and specifications required under the Purchase Order;
  - ii. be of merchantable quality and fit for the purposes of Scania;
  - iii. be delivered by the time specified and in accordance with all instructions in the Purchase Order;
  - iv. comply with all applicable laws, codes and standards; and
  - v. Pass such inspections and tests as may be required by Scania.
- b. Services performed pursuant to a Purchase Order must:
  - i. comply with the description, standard and specifications required under the Purchase Order;
  - ii. Be fit for purpose
  - iii. be supplied with the standard of skill, care and quality expected of a provider experienced in the provision of such Services;
  - iv. be completed by the time specified and in accordance with all instructions in the Purchase Order; and
  - v. Pass such inspections and tests as may be required by Scania.
- c. Scania relies upon the skill and knowledge of the Supplier in providing the Goods and Services.

**19. WARRANTIES AND INDEMNITIES**

- a. The Supplier agrees to be bound by any representation or warranty (including those expressly provided in this agreement) provided to any person including Scania, in relation to the Goods and Services as well as any warranty which cannot be specifically excluded under law to the exclusion of all other warranties and representations, whether express or implied or implied under statute, :
- b. The Supplier warrants to Scania that:
  - i. The Supplier has the right and power to enter into this agreement and to complete the transactions contemplated by this agreement;
  - ii. The Supplier has made full disclosure to Scania of all information within the reasonable and actual knowledge of the Supplier which would be material to a customer such as Scania;
  - iii. The information given by or on behalf of the Supplier to Scania with respect to the Goods and Services supplied and the Supplier's capability is true, complete and accurate in all respects and none of that information is misleading, whether by inclusion of misleading information or omission of material information or both;
  - iv. Scania will be able to use the Goods and Services for the purposes for which it is intended;
  - v. The Goods and Services delivered to Scania will be free from defects and error's;

- vi. The Goods comply with and conform to any and all specifications required by Scania;
  - vii. Any material incorporated into the Product by the Supplier does not infringe the rights (including, without limitation, any Intellectual Property Rights) of any person;
  - viii. The Goods will be of merchantable quality and of a standard (including that of safety), which consumers of the Product are entitled to expect.
- c. The Supplier indemnifies Scania and the Supplier agrees to keep Scania indemnified against any and all claims, demands, losses, damages and costs (including third party claims) that the Company incurs or may incur as a result of, or arising out of:
- i. a breach by the Supplier (or any subcontractor, agent or employee of the Supplier) of any of the Supplier's obligations or warranties under this agreement;
  - ii. any act or default or omission or wilful misconduct or negligence of the Supplier (or any subcontractor, agent or employee of the Supplier); or
  - iii. Any defect in the services provided to Scania under either this agreement or any of the Goods and/or Services.

## 20. INFRINGEMENTS AND INDEMNITY

- a. The Supplier shall defend, indemnify and hold Scania harmless from, and against any and all damage suffered and costs and expenses (including all legal costs and expenses on an indemnity basis) incurred as a result of any claim, suit or proceeding brought against any of them based on a claim that the use of any product or service furnished by Supplier under the Contract constitutes an infringement of any patent, copyright or any other intellectual property right, or an unauthorised trade secret use; provided that the Supplier has been notified promptly in writing of such claim, and given authority, information, and assistance (at the Supplier's expense) to handle the claim or the defence of any suit, proceeding or settlement.

## 21. CODE OF CONDUCT

- a. The Supplier must comply with Scania's Code of Conduct for Business Partners (Code), which is available at: <https://www.scania.com/content/dam/scanianoe/market/au/experience-scania/Scania-Supplier-Code-of-Conduct.pdf>
- b. The Supplier acknowledges and agrees that the Supplier's engagement under any Purchase Order is subject to its compliance with the Code.
- c. In the event that Scania makes any significant variations to the Code during the course of this agreement, Scania will notify the Supplier within a reasonable period.

## 22. DISPUTE RESOLUTION

- a. Any dispute between the Supplier and Scania arising out of or in any way connected with a Purchase Order which is not resolved by the Supplier and Scania within 14 days of a notice by either party to the other advising that it is a notice pursuant to this clause 22 must be referred for determination to the person agreed between Scania and the Supplier or, failing such agreement, to the nominee of Scania, who will act as an independent expert and not as an arbitrator and the expert's written determination is final and binding on the parties.

## 23. ASSIGNMENT AND SUBCONTRACTING

- a. The Supplier must not assign or novate, in whole or in part, a Purchase Order or these Terms, without the prior written consent of Scania.
- b. The Supplier must not subcontract a Purchase Order or these Terms without the prior written consent of Scania.
- c. An approval given by Scania permitting the Supplier to subcontract any portion of the Services does not relieve the Supplier from its obligations and liabilities pursuant to a Purchase Order or these Terms and the Supplier will be vicariously liable for the acts and omissions of its subcontractors.

## 24. WAIVERS

- a. Any waiver of any right or remedy of Scania under a Purchase Order or these Terms:
- i. Is effective only if it is issued in writing and properly signed on behalf of Scania;
  - ii. Is effective to the extent that Scania expressly states in writing; and
  - iii. Does not constitute a waiver of any other right or remedy.
- b. No waiver by Scania of any breach by the Supplier will be considered as a waiver of any subsequent breach of the same or any other provision.

**25. LAW AND JURISDICTION**

- a. These Terms and all Purchase Orders will be governed by and interpreted in accordance with the laws of Victoria. The parties submit to the jurisdiction of the courts of Victoria.

**26. NOTICE**

- a. Written notice under these Terms will be deemed to have been given:
  - i. in person, on the day in which the notice was given in person;
  - ii. if posted within Australia, on the third day after the date of posting;
  - iii. if posted to a place in another country, on the seventh day after the date of posting; or
  - iv. If sent by e-mail, at the time sent, unless the sender is notified by a system or person involved in the delivery of the email that the email was not successfully sent.

**27. CURRENCY**

- a. The prices of Goods and Services should be stated in Australian dollars (AUD) on all Invoice to Scania.

**28. LIENS**

- a. The Supplier must not claim any liens, attachments or similar claims in connection with the Goods or the Services and must defend and indemnify Scania against any liens, attachments or similar claims arising out of or in connection with a Purchase Order.

**29. SEVERABILITY**

- a. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions, which are self-sustaining, are, and continue to be, enforceable in accordance with their terms.
- b. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

**30. TERMINATION**

- a. Without limiting any other provision of these Terms, if a party (Party A):
  - i. Breaches any of these Terms and the breach is not capable of being remedied or, if the breach is capable of being remedied, Party A does not remedy that breach within 14 days of the date of notice to Party A specifying the breach;
  - ii. becomes, threatens, resolves to become or in the reasonable opinion of the other party (Party B) is likely to become subject to any form of insolvency, administration, receivership, bankruptcy or liquidation; or
  - iii. enters into any composition or arrangement with its creditors or has a receiver appointed over any of its assets or is the subject of any resolution or petition for winding up, then Party B may:
  - iv. where Party B is the Company, suspend payment in respect of all Purchase Orders placed by the Company with the Supplier whether or not the Supplier has complied with the terms and conditions attaching to any of those particular Purchase Orders;
  - v. remedy the breach referred to in clause 16.1 on behalf of Party A at the cost of Party A; and/or
  - vi. Terminate the Purchase Order and these Terms at no cost to Party B.
- b. Termination of a Purchase Order and these Terms under clause 29 will be without prejudice to any other rights and remedies of either party.
- c. Notwithstanding anything else in this clause 16 or elsewhere in the Terms, either party may terminate a Purchase Order by providing 30 days' written notice to the other party.
- d. if a Purchase Order is terminated by the Company under clause 16.3, the Company will be liable only for payments due under the Purchase Order which are invoiced prior to the effective date of termination and any unavoidable reasonable costs actually incurred by the Supplier that are directly attributable to the termination (excluding, without limitation, loss of prospective income or redeployment and redundancy costs and not exceeding 80% of the total price of the relevant Deliverables).

**31. LAWS AND REGULATIONS**

- a. The Supplier will, at its cost, comply with:
  - i. all requirements of Scania in any way affecting or applicable to the Goods or Services; and
  - ii. all applicable laws, codes and standards.
- b. The Supplier must obtain all permits, licences, consents, approvals and authorisations required in respect of the Deliverables. The Supplier must provide to Scania evidence of compliance at the request of Scania.

- c. Where the Supplier possesses any personal information in connection with a Purchase Order, the Supplier must comply with the Privacy Act 1988 (Cth) and the privacy policy of Scania available at <https://www.scania.com/au/en/home/misc/PrivacyStatement.html>

### 32. PERSONAL PROPERTY SECURITIES ACT

- a. If Scania determines that this transaction is/or contains a security interest or transitional security interest for the purposes of the Personal Property Securities Act 2009 (Cth.) ("PPSA"), then the conditions in this clause will apply to this Agreement.
- b. The supplier acknowledges and agrees:
- i. that this Agreement constitutes a security agreement which creates a security interest in favour of Scania in the Goods;
  - ii. that this security interest is registered on the Personal Property Securities Register ("PPSR");
  - iii. undertake and sign any further documents and/or provide any further information (which information the supplier warrants to be complete, accurate and current) which Scania may reasonably require to enable registration of a financing statement or financing change statement on the PPSR or to ensure that the security interest is otherwise enforceable, perfected and effective; and
  - iv. Keep all Goods free of any charge, lien or security interest except as created under this Agreement and not otherwise deal with the Goods in a way that will or may prejudice the rights of Scania under this Agreement or the PPSA.

Amendment to Terms			
Clause	Requested Change	Agreed Change by Scania	Scania initial

Acceptance of Scania Australia Purchasing Terms and Conditions			
Supplier Name:		ABN/ACN:	
Signature of Authorised Signatory			
Full Name of Authorised Signatory		Date:	