



## GroundProbe Standard Purchase Terms and Conditions

1. These are the terms and conditions referred to in the Purchase Order overleaf, attached or forwarded separately.
  2. These Standard Conditions apply to any contract entered into by the GroundProbe issuing a Purchase Order to the nominated supplier or service provider ("the Supplier") whether as an offer or acceptance of an offer ("the Contract"), and shall prevail in any in conflict between them and the terms of any offer or acceptance by the Supplier.
  3. If the Supplier provides, refers to, submits or otherwise uses terms and conditions other than those included herein (including as part of the submission of an Invoice) such terms and conditions will not form part of or become incorporated into these Standard Conditions unless specifically agreed by GroundProbe in writing. Where the Goods or other items supplied are accompanied by the Supplier's documentation, acceptance of the Goods (or other items) or documentation by GroundProbe is limited to an acknowledgement of receipt or delivery of the Goods or other items so supplied and not of the Supplier's documentation.
- Supplier to inform itself**
4. The Supplier shall be deemed to have carefully examined all documents furnished by GroundProbe and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances which might affect the supply of the Goods. No increase in the Purchase Order price will be allowed for the Supplier's failure to ensure that it is fully informed regarding all the circumstances relating to the Purchase Order.
  5. The performance of any Contract will be deemed to be acceptance of these Standard Conditions.
- Availability**
6. The Supplier will provide acknowledgment and acceptance that the Goods ordered can be supplied in accordance with the delivery terms within five (5) working days of the date of the order.
- Ambiguities**
7. If the Supplier discovers any ambiguity in the Purchase Order it shall immediately notify GroundProbe in writing. GroundProbe shall then in good faith determine the correct interpretation of the Purchase Order. The determination of GroundProbe shall be final and binding on the Supplier and have no effect on the Purchase Order price provided there is no material change in the obligations or responsibilities of the Supplier under the Contract.
- Packing**
8. Goods must be packed with the minimum of packaging material so as to ensure their safe transport, handling and delivery.
- Delivery**
9. Subject to cl.10 delivery of the Goods must be made at the time, place and in the manner specified in the Purchase Order. Failure to comply with the advised transport mode may render a cost variation at the Supplier's expense.
  10. GroundProbe can specify in writing a later time for delivery.
  11. Either a delivery Docket, Packing Note or Invoice is to accompany all deliveries made, quoting the Purchase Order number, quantity dispatched, description of the Goods and consignment details.
12. Quality-reports confirming technical compliance to GroundProbe compliance, traceable to serial number or batch number, shall accompany deliveries to GroundProbe.
- Early Delivery**
13. The Supplier may only deliver the Goods on a date substantially prior to the date specified by cl 9 with the prior consent of GroundProbe.
- Quality**
14. Goods must:
    - a) be free from defects in materials and workmanship, fit for purpose and of merchantable quality; and
    - b) conform to all relevant legislative standards where specified in the Purchase Order.
- Rejection of Goods**
15. GroundProbe can inspect the Goods at any time prior to acceptance and reject any Goods found not to be in accordance with the Contract.
- Latent Defects**
16. After acceptance, GroundProbe can reject any Goods for non-conformity with the Contract which could not have been discovered by reasonable inspection before acceptance.
- No payment for rejected Goods or for damage**
17. GroundProbe will not be liable to pay for any rejected Goods or for any damage done to or costs arising from inspection or rejection of the Goods.
- Replacement, refund or repair**
18. If GroundProbe rejects any Goods as not in accordance with the Contract, the Supplier must, without prejudice to GroundProbe's rights otherwise arising under the Contract or the general law, comply with a requirement of the GroundProbe to:
    - a) replace within five (5) working days, without cost to GroundProbe, the rejected Goods with Goods in all respects in accordance with the Contract; and
    - b) remove the rejected Goods at the Supplier's expense; or
    - c) repair the Goods within three (3) working days, on site or otherwise, in accordance with the Contract;
- Passing of Property**
19. Property in, and risk of loss of or damage to the Goods passes to GroundProbe on delivery to GroundProbe. Intellectual property in Goods created for GroundProbe is owned by GroundProbe from the date of creation. This clause shall not apply to Intellectual Property created or owned by the Supplier prior to the Contract and not related to the Contract.
- Approval of samples**
20. If GroundProbe requires the Supplier to submit product development samples, the Supplier must not proceed to manufacture for production until GroundProbe has approved the samples.
- Warranty**
21. If GroundProbe gives reasonable notice of any defect or omission discovered in the Goods during any warranty period, the Supplier must correct that defect or omission without delay and at no cost to GroundProbe. Where no warranty is otherwise specified, the warranty period shall be 90 days from acceptance by GroundProbe.

#### Cost of warranty

22. The Supplier must meet all costs of and incidental to the discharge of warranty obligations, including any packing, freight, disassembly and re-assembly costs.

#### Indemnity

23. The Supplier indemnifies GroundProbe against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any Supplier or third party patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of the purchase, possession or use of the Goods. If payment under an indemnity to GroundProbe gives rise to a liability for GroundProbe to pay any tax or duty, the Supplier shall pay and indemnify GroundProbe against the amount of such tax or duty.

24. The Supplier shall at all times indemnify GroundProbe, its officers, employees and agents ('those indemnified') from and against any loss (including legal costs and expenses on a solicitor and own client basis) or liability whatsoever incurred or suffered by any one of those indemnified or arising from any claim, suit, demand, action or proceeding against any of those indemnified where such loss, cost expense or liability was caused or contributed to in any way by any willful, wrongful, unlawful or negligent act or omission of the Supplier, or its officers, employees, agents or subcontractors in producing or providing the Goods, or in connection with the Contract.

25. The indemnities referred to in cls 23 and 24 will survive the expiration or termination of this Contract.

#### Price

26. The price of the Goods includes all duties and other imposts for which the Supplier is liable; all amounts payable for the use (whether in the course of manufacture or usage of the Goods) of patents, copyright, registered designs, trade marks and other intellectual property rights; and all charges for provision of the Goods; and no extra charges will be made for testing, inspection, packing, delivery, insurance or otherwise.

27. All prices set out in a Purchase Order (or amendment) are FIXED and are not subject to variation unless specified in the Purchase Order (or amendment) or are subject to a rise and fall provision under GroundProbe Contracts.

#### Taxes and duties

28. The price of the Goods stated in the Purchase Order shall not include an amount on account of any tax or duty. If any tax or duty is payable by the Supplier in relation to this Contract, the Supplier may increase the price on account of the tax or duty, provided that the Supplier issues a tax invoice to GroundProbe in respect of each payment of the price at or before the time that payment is due.

#### Payment

29. Except where there is a dispute or there has been early delivery of the Goods, and subject always to cl17, GroundProbe must pay for the Goods no later than thirty (30) days after property in the Goods has passed to it; or receipt of a correctly rendered invoice; whichever is the later. Goods delivered early (cl13) will be paid on correctly rendered invoices no later than thirty (30) days after the requested date of delivery specified in cl 9, irrespective of whether GroundProbe has consented to the early delivery or not, unless agreed otherwise.

#### Invoices

30. An invoice will be correctly rendered if it:  
a) is addressed in accordance with the Purchase Order;  
b) identifies the Purchase Order number;  
c) is accompanied by documentation substantiating the amount claimed (if necessary); and

d) is, where any tax or duty is applicable, a valid tax invoice in accordance with any applicable taxation legislation in force in the jurisdiction.

#### Assignment and Subcontracting

31. The Supplier must not, without the consent in writing of GroundProbe

- a) assign the Supplier's rights under the Contract;
- b) subcontract the whole or any part of the work of manufacture or provision of the Goods unless specified in the Purchase Order.

#### Liability for subcontractors

32. The Supplier will be liable to GroundProbe for the acts and omissions of any subcontractor as if those were the acts or omissions of the Supplier.

#### Applicable Law

33. The Contract will be governed by and construed in accordance with the law in force in the jurisdiction in which GroundProbe issues the Purchase Order and the Supplier hereby agrees to submit to that jurisdiction for the purpose of settling any disputes arising.

#### Termination

34. If the Supplier;

- a) fails to satisfactorily address aspects raised by GroundProbe during a dispute;
- b) is in breach of any other material term of the Contract;
- c) being an individual, becomes bankrupt or makes any arrangement, assignment, composition or agreement for the benefit of his or her creditors;
- d) being a corporation, becomes unable to pay its debts when they become due and payable, insolvent or under external administration; then

GroundProbe may, without prejudice to any other rights and remedies it has under the Contract or otherwise, terminate the Contract in whole or part by notice in writing to the Supplier.

35. On such termination GroundProbe can;

- a) cease payments under the Contract;
- b) recover from the Supplier all sums paid for undelivered goods; and
- c) purchase similar goods from alternative suppliers and claim by way of indemnity from the Supplier any loss it may occur in doing so.

36. If this Contract is so terminated, the GroundProbe shall be liable only for payment for Goods provided before the effective date of termination in accordance with this Contract.

#### Waiver

37. No failure or delay on the part of GroundProbe in exercising any of its rights under the Purchase Order shall be construed as constituting a waiver of any such rights.

#### Confidentiality and Use of Documentation

38. The documents which form part of the Purchase Order, shall not be copied or used for any other purpose than the supply of the Goods without the prior written approval of GroundProbe.

39. Any information provided by GroundProbe to the Supplier which is noted as confidential shall not be disclosed to any third party without the prior consent of GroundProbe. The obligations under this clause shall be continuing obligations and shall survive the completion or termination of the Purchase Order.

40. The Supplier shall not issue any information which includes details about the Goods or the Purchase Order for publication in any news or communication media without the prior written approval of GroundProbe.