

TransGrid - Conditions of Order

The following conditions will apply in the absence of any other terms and conditions issued by the Principal and will take precedence over the Supplier's conditions, unless expressly agreed in writing between the Principal and the Supplier.

Clause (1) Legal Construction – the Contract established by the issue of the Principal's Purchase Order will be deemed to have been made in the State of New South Wales.

Clause (2) Glossary of Terms

"Works" – means the whole of the Work to be executed in accordance with the Contract.

"Work" - includes the provision of services, goods and materials.

"Principal" – means TransGrid, being the trading name of NSW Electricity Networks Operations Pty Limited ACN 609 169 959 as trustee for NSW Electricity Networks Operations Trust ABN 70 250 995 390.

"Supplier" – means the person bound to carry out and complete the Works.

Clause (3) Delivery - The delivery of only parts of an item or components making up an item will not be accepted unless agreed to by the Principal.

Clause (4) Risk and Property - The risk and property in any goods and materials will pass to the Principal upon being unloaded at the delivery point or at point of pick-up by the Principal as nominated in the Purchase Order.

Clause (5) Insurance – The Supplier will, prior to commencing work under the contract, take out and hold for the duration of the work, current insurance policies covering Public Liability and Worker's Compensation.

Clause (6) Rejection - The Principal may, within a reasonable time after the delivery of any goods or materials reject the same where they are not in accordance with the Contract. The defective goods will be promptly removed from the Principal's premises by the Supplier at its expense and unless the Principal has exercised its right of cancellation, such goods or materials will be replaced with goods or materials which are in accordance with the Contract.

Clause (7) Defects Liability – Where a defect or damage to the goods due to faulty materials, workmanship or design becomes apparent within 12 months after delivery, the Supplier will replace and deliver to the Principal replacement goods that comply with the requirements of the Contract.

Where the service performed by the Supplier is unsatisfactory or does not meet the agreed upon standard, the Supplier will perform the service again at no cost to the Principal or, where the service cannot be performed again, the Supplier will refund the Principal the sum the Principal paid for the service.

Clause (8) Terms of Payment –

Invoicing. In all cases the Supplier must submit by email to the Principal a detailed invoice for Works carried out. It is mandatory for all Supplier invoices to include the TransGrid Purchase Order number. Any invoices received from a Supplier which do not reference a valid Purchase Order will be rejected. TransGrid reserves its right not to pay any Supplier who undertakes Works without a valid Purchase Order. Invoices must be emailed to the Accounts Payable Team at Accounts.Payable@transgrid.com.au.

Payment of Accounts. The Principal must pay an invoice by the end of the calendar month following the month in which the Supplier issues the invoice. If payment is not made within the time provided for in the terms of payment the matter can be taken up with the Principal's Procurement Officer named on the Purchase Order or by writing to procurement.enquiries@transgrid.com.au. Specific complaints in respect to overdue payments may be taken up with the Principal's Accounts Payable Team at Accounts.Payable@transgrid.com.au

Payments pursuant to the Contract will be made by the Principal by Electronic Transfer of Funds or BPAY to a nominated Australian bank account of the Supplier.

Clause (9) Cancellation - If the Supplier fails to comply with its obligations under the Contract, the Principal will be at liberty to cancel the Purchase Order. The Principal will not exercise the right of cancellation without giving consideration to the causes of the Supplier's failure to comply with its obligations under the Contract.

Clause (10) Goods and Services Tax (GST) - The tendered prices are exclusive of GST. The Principal will pay the Supplier the amount of GST properly payable under the GST legislation, provided the Supplier has issued the Principal with a valid Tax Invoice. The Supplier will notify the Principal within seven days if the Supplier ceases to be GST registered.

Clause (11) Site Security, Health, Safety and Environment – The Supplier will comply with the Principal's Health, Safety, and Environment Requirements which is available from the Principal's Representative. The Supplier will also comply with the Australian Privacy Principles in the *Privacy Act 1988*.

Clause (12) Assignment of Contract – The Principal or the Supplier will not without the written approval of the other and except on such terms and conditions as agreed in writing by the other, assign the Contract or any payment there under.

Clause (13) TransGrid Business Ethics – All dealings by the Supplier with the Principal, employees, Suppliers and sub-Suppliers will be undertaken in compliance with "TransGrid's Business Ethics, a Guide to Suppliers, Customers and

Suppliers", which is available from the Commercial Contact Officer or can be viewed by visiting the Principal's Tender Opportunities web page at www.transgrid.com.au

Clause (14) Compliance with Modern Slavery Laws - The Supplier shall, and ensure its Related Parties shall:

- (i) not engage in any Modern Slavery practices;
- (ii) comply with all Laws relating to Modern Slavery;
- (iii) take all steps reasonably necessary to ensure that its contractors, agents or other associated parties (**Associates**) do not engage in, and its supply chains do not involve, Modern Slavery practices; and
- (iv) develop and maintain policies and procedures, and provide training for all staff about Modern Slavery.

The Supplier must:

- (i) notify the Principal upon becoming aware of any complaint or allegation that the Supplier or any of its Related Parties, or any entity in their respective supply chains, have engaged in Modern Slavery;
- (ii) provide all information as may be reasonably required by the Principal to comply with any Laws or legal requirement to provide a public compliance statement in relation to Modern Slavery, including in relation to:
 - a. the Supplier's structure, operations and supply chains;
 - b. the risks of Modern Slavery practices in the operations (including in respect of its Related Parties) and supply chains;
 - c. the actions taken by the Supplier to assess and address any Modern Slavery risks, including due diligence and remediation processes, and details of the Supplier's effectiveness of the actions; and
 - d. details of consultation with the Supplier's Related Parties;
- (iii) otherwise, within a reasonable period of time following a request by TransGrid, provide all required information to the Principal to comply with its reporting obligations under the Modern Slavery Law; and
- (iv) do anything else otherwise reasonably required by the Principal, in relation to compliance with all Laws and legal requirements relating to Modern Slavery.

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