

General Conditions of Contract for the Supply of Goods and/or Services/Installation Work

C2-1

All additions to these General Conditions shall be in writing and attached as Special Conditions to the Purchase Order. In the event of any inconsistency between these General Conditions and any Special Conditions, the latter shall prevail. By accepting this Purchase Order, the Supplier agrees to the following terms and any Special Conditions.

Clause 1.0 Applicable Law

This Purchase Order shall be governed by and construed in accordance with the laws applicable in the State of New South Wales.

Clause 2.0 Assignment / Subcontracting

The Supplier must obtain the prior written approval of Sydney Opera House Trust (SOHT) to assign or subcontract the Purchase Order or any part thereof. Approval to assign or subcontract shall not relieve the Supplier from any of its obligations under the Purchase Order, or impose any liability upon SOHT to an assignee or subcontractor.

Clause 3.0 Contract Price

The Contract Price set out in the Purchase Order is firm subject to any Special Conditions. The Contract Price shall include any customs duty (unless specifically exempt), packaging, marking, handling, freight and delivery (Free-in-Store), insurance, taxes (including withholding tax, goods and services tax or other consumption tax) and any other applicable costs and charges. Unless otherwise specified in the Special Conditions, the Contract Price is not subject to change for the duration of work covered by this Purchase Order.

Clause 4.0 Damage to Property

Whilst performing any work on site as part of this Purchase Order, the Supplier is responsible for any damage caused to any property or surfaces at Sydney Opera House by its employees or subcontractors and must ensure that due care is taken to protect and avoid damage to that property and surfaces.

Clause 5.0 Delivery

Deliveries of Goods provided under this Purchase Order will only be accepted between the hours of:

- a) 6.00am and 10.30am; and
- b) 2.30pm and 5.00pm,

Monday to Friday (unless otherwise stated or requested) and only in accordance with SOHT Loading Dock procedures. Time for delivery must be confirmed in advance and prior notice of a delivery may be required.

Vehicular access into the Central Passage for the purpose of dropping off or picking up goods or equipment must be arranged in advance and is under the direction and control of the Security Attendant at Stage Door.

Any goods delivered without a SOHT Purchase Order Number will not be accepted.

Clause 6.0 Drawings and Manuals

As part of the Goods supplied under this Purchase Order, the Supplier is to provide any relevant documentation, drawings and manuals that are needed for the use and reference with regard to the operation or use of the Goods supplied.

Clause 7.0 Existing Contracts

Where this Purchase Order is issued under the terms of an existing Contract, then, the agreement with the Supplier will comprise of first, any Special Conditions, second, the existing contract and third this Purchase Order. In the event of any inconsistency between the terms of any of these documents, the terms in the document listed first in this clause will govern to the extent of the inconsistency.

Clause 8.0 Force Majeure

Neither party to this Purchase Order will be held liable where a circumstance beyond its reasonable control occurs and results in that party being unable to carry out its obligations under this Purchase Order.

Clause 9.0 Goods

The Supplier warrants that all Goods supplied under this Purchase Order shall be free from defects in workmanship and materials and will conform to the nominated specifications; shall be new, fit for purpose and comply with the highest relevant commercially accepted standards; shall comply with all applicable codes, laws, rules and regulations; and shall comply with the requirements of the current SOHT Building Standards Manual.

SOHT may reject, within a reasonable time, Goods that are faulty or do not fully comply with this Purchase Order. The Supplier shall make good or replace these Goods at no additional cost, including removal and incidental costs, within the time specified by SOHT.

Clause 10.0 Hazardous Substances

Where this Purchase Order calls for the supply of a product classified as a Hazardous Substance under the NSW Dangerous Goods Act or "Guidance Note for Determining and Classifying a Hazardous Substance" issued by Worksafe Australia, a MSDS (Material Safety Data Sheet) in the prescribed form must accompany delivery of the product.

Clause 11.0 Indemnity

The Supplier shall on demand indemnify and hold harmless SOHT, its officers, employees, and agents (those indemnified) against all claims, losses, costs or expenses including legal expenses reasonably incurred or suffered by those indemnified, caused by a breach of these conditions or any act or omission of the Supplier, its officers, employees, agents, or subcontractors in connection with this Purchase Order. The Supplier's liability to SOHT under this clause shall be reduced proportionately to the extent that any wilful, unlawful, or negligent act or omission of SOHT, its officers, employees or agents contributed to the loss or liability.

Clause 12.0 Inspection and Testing

Goods supplied and services /installation work provided under this Purchase Order may be subject to inspection and testing.

SOHT representatives are to be granted free entry at all times into the Supplier's workshop or premises in which work in connection with this Purchase Order is being performed, and are to be supplied with any information they may desire regarding materials or process of manufacture.

Clause 13.0 Insurances

The Supplier, before commencing work on the Site as part of this Purchase Order, must hold or effect policies of insurance covering:

- a) Workers' Compensation;
- b) Public Liability to an amount of not less than \$10,000,000 for any single occurrence;
- c) Loss or damage to the works; any temporary works; or to any materials, property, plant or equipment that are brought on to the Site by or on behalf of the Supplier or are entrusted to the Supplier by SOHT.

The policy details in (b) and (c) above shall cover SOHT, the Supplier, their respective employees and all subcontractors employed from time to time in relation to the Works.

The Supplier shall also ensure that every subcontractor must hold or effect a Policy of Insurance covering Workers' Compensation and shall also ensure that insurance covering liability for death of or injury to self employed persons employed by the Supplier or subcontractors is effected.

The Supplier must, on request, promptly produce all the policies required under this clause.

Clause 14.0 Confidentiality

The Supplier acknowledges that in the course of working with SOHT, it may come into the possession of information which SOHT regards as confidential or sensitive and the Supplier undertakes to keep confidential any and all such information. This does not apply to any information that is within the public domain.

Clause 15.0 Intellectual Property Warranty and Licence

The Supplier warrants that the deliverables supplied under this Purchase Order do not infringe the intellectual property (including trademarks and patents) or moral rights of a third party.

If and to the extent specified in the Purchase Order, intellectual property rights in the deliverables supplied under this Purchase Order shall vest in SOHT. In that event, the Supplier grants a perpetual, non-exclusive and non-transferable licence to SOHT to use, reproduce and adapt such deliverables to support SOHT's business and administrative purposes.

Clause 16.0 Notices

All notices, requests, variations, and other communications by both parties are to be in writing and delivered promptly to the appropriate addresses named in the Purchase Order.

Clause 17.0 Occupational Health, Safety and Rehabilitation

All Suppliers and subcontractors governed by this Purchase Order must comply with the current NSW Government OHS&R Management Systems Guidelines.

Clause 18.0 Payment of Accounts

SOHT standard terms of payment are 30 days from acceptance of the Goods or services/installation work or receipt of a correctly rendered Tax Invoice (whichever is the latter). This may be varied where SOHT accepts a discount offered by the Supplier for earlier payment or where alternative payments terms have been stated in the Special Conditions to this Purchase Order. Invoices will not be recognised or paid by SOHT unless the official SOHT Purchase Order Number is quoted on the invoice.

Clause 19.0 Performance of the Contract

The Supplier shall deliver the Goods and provide the services / installation work at the time and place specified in the Purchase Order. The Supplier shall ensure that the Goods and services / installation work comply with all of the General Conditions of Contract and Special Conditions of Contract.

Clause 20.0 Services / Installation Work

The Supplier warrants that it will provide services / installation work with due skill and care, and that all services / installation work provided shall comply with the current SOHT Building Standards Manual, and that materials supplied in connection with the services will be fit for purpose.

If there is a defect in performance of the services or they are incomplete, SOHT may, by notice, require the Supplier to remedy the defect in performance, complete the services / installation work, or re-do the services / installation work at no additional cost to SOHT. The Supplier has 30 days from the date of the notice to comply. If the Supplier does not remedy the defect or urgent work is required, SOHT may remedy the defect and charge the Supplier the cost of doing so.

Clause 21.0 Site Access

All Supplier personnel and subcontractors governed by the Purchase Order shall comply with all SOHT conditions and regulations pertaining to site access and the Sydney Opera House Act 1961 and Sydney Opera House By-law 1998.

Supplier and subcontractors personnel may be subject to pre-site attendance security checks, including Police background checks prior to any site access permission being granted.

Access will at times be controlled by Sydney Opera House Security Group staff and permission to enter will be at their sole discretion.

All personnel access to and exit from the building shall be through the Stage Door on the Main Concourse driveway.

Directions regarding internal access routes, including lifts, will be indicated by SOHT. The Supplier shall ensure that all Supplier personnel and subcontractor personnel restrict themselves to work areas, amenities areas and access routes indicated and do not obstruct or cause nuisance to SOHT staff, customers, visitors or other contractors.

For any Purchase Order requiring one (1) week or more work on site, all Supplier and subcontractor personnel who are to work on site are

required to hold a current Identification Card issued by SOHT. Such cards shall be obtained by the Supplier through SOHT at least 24 hours before the person is required to work on site. The Identification Card must be surrendered on its expiry.

For any Purchase Order requiring less than one (1) week's work on site the Supplier shall arrange through SOHT for all Supplier and subcontractor personnel who are to work on site to be issued with visitor passes by SOHT. Such passes shall be surrendered each time the holder of the pass leaves the building.

Identification passes and visitor passes shall be worn at all times whilst the holder is in the building or on site for the purposes of the Contract.

Clause 22.0 Site Conditions

The Supplier acknowledges that SOHT is subject to the directions of the NSW Government, planning and State Heritage laws and policies. The Supplier will co-operate with SOHT in meeting its obligations and will comply with any directions given by SOHT in this regard.

The Supplier acknowledges that Sydney Opera House is a live performing arts venue and that the nature of the building is such that noise, fumes and dust can travel throughout the building. The Supplier must take all due care to prevent any interruption to SOHT's business and must follow all directions given by SOHT in relation to noise, dust and fumes control.

Clause 23.0 Standing Orders

Any Purchase Order expressed to be a Standing Order is issued for an estimated Purchase Order Price and a set period of time. The estimated Purchase Order Price should not be construed as a firm commitment by SOHT for expenditure. SOHT will only be liable for selected supplies that are specifically requisitioned during the period of the Purchase Order.

SOHT reserves the right to terminate any Standing Purchase Order at any point within the set period of time nominated on the Purchase Order.

Clause 24.0 Termination

Either party may terminate the Purchase Order in whole or in part if the other party:

- a) has not remedied a material breach within the time specified in the notice of breach; or
- b) becomes bankrupt or insolvent.

SOHT may terminate the Purchase Order if the Supplier is unable to complete the Contract or unable to complete the Contract within the timeframe specified in the Purchase Order or Special Conditions.

Termination does not prejudice any other right of action or remedy which has accrued or might accrue to either party.

Clause 25.0 Title, Acceptance and Risk

Title of the Goods and services/installation work vests in SOHT on acceptance by SOHT. The risk of any loss or damage to the Goods and services/installation work remains with the Supplier until delivery to or acceptance by SOHT, whichever is the latter.

Clause 26.0 Use of Sydney Opera House in Supplier Marketing

The Supplier will not, without the prior written consent of SOHT:

- a) use any SOHT intellectual property (including the design, image, likeness, logo or name of the Sydney Opera House in any form, design, style or representation) in any manner whatsoever, including in connection with any advertising or promotion of its goods or services;
- b) engage in any activity that suggests a connection or association with the Sydney Opera House.

Clause 27.0 Variations

Any variations to the Purchase Order must be submitted to SOHT in writing and approved by SOHT prior to any works being undertaken.

Clause 28.0 Waiver

Failure by either party to enforce a provision of this Purchase Order shall not be construed as in any way affecting the enforceability in any other instance of the Purchase Order as a whole.

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