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 Fax (03) 5434 1657 ABN 74 802 942 886 RTO No. 3077



Private Bag 299, Somerton Vic 3062 Phone (03) 5434 1703
 Fax (03) 9309 5163 ABN 74 802 942 886 RTO No. 3077



GPO Box 2752, Melbourne Vic 3001 Phone (03) 9655 4801
 Fax (03) 9654 3385 ABN 74 802 942 886 RTO No. 21097



GPO Box 2752, Melbourne Vic 3001 Phone (03) 9655 4778
 or 1300 057 052 Fax (03) 9654 3385 ABN 74 802 942 886

PURCHASE ORDER

Order No: BKXXXXXX
Date Issued:
Supplier No:
Date Required:
Requisition:
Page: 1 of 2

Preview only

Order Numbers must be quoted on all invoices otherwise payment may be delayed

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SUPPLIER DETAILS

Deliver To:
 BKI DETAILS

Qty	Per	Description	Inc Unit Price	GST Inc Amount
			\$	\$

Material safety data sheets are required for hazardous products

For Director	
By: _____	Date: ____/____/____

Order Total : \$



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Notes:

1. Unit Costs and all totals are inclusive of tax if applicable.
2. Please note that if the ABN number is not supplied, we are required by law to deduct 48.5% withholding tax.

Fair Payments Clause:

BKI will pay the invoiced amount that is due and owing, within 10 business days of receipt of a valid tax invoice the invoice must be sent to the specified address in the Purchase Order and contain the Purchase Order number. BKI will, on demand by the supplier, pay simple interest on any Overdue Amount, at the rate for the time being under section 2 of the Penalty Interest Rate Act 1983(Vic). "Overdue amount" means an amount (or part thereof), that is not disputed as owed and remains payable 10 days after the correct issue of an invoice to BKI. Payment of an invoice is not to be taken as evidence that the Goods or services have been supplied in accordance with the agreement but must be taken only as payment of account.

Acceptance of this order is subject to the following BKI standard terms and conditions.

1. Provision of Goods/Services: The Contractor shall perform the services and/or deliver the services described in the order with all due care and diligence, commencing on the date specified in the order, and completed by the agreed date.

2. Competence: The Contractor warrants that he or she is competent and has the necessary skills to carry out the services described in the order.

3. Authority to Act: In providing the contract goods/services the Contractor acts as an independent Contractor and not as an employee, partner or agent of BKI. The Contractor shall have no authority to act for or to bind BKI in any manner whatsoever other than as expressly contemplated by this order.

4. Invoicing & GST: The Contractor must submit to BKI a Tax Invoice in respect of the goods/services once they are completed, or at such other time or times as agreed. A Tax Invoice submitted for payment must contain the information necessary to be a Tax Invoice for taxation purposes together with such other information as BKI may reasonably require.

For the purpose of this order "GST" means a goods and services tax imposed on the supply of goods and services (including intellectual property) under A New Tax System (Goods and Services Tax) Act 1999.(Cth). The total fee payable by BKI under this contract is expressed exclusive of GST. BKI will on issue of a complying tax invoice pay the Contractor an amount equal to the GST liability payable by the Contractor.

5. Personnel: If specific personnel are identified in the order as required to deliver the goods/services, the Contractor shall appoint the specified personnel. The Contractor shall not substitute other personnel for the specified personnel without BKI's written consent.

Wherever any of the specified personnel are unable to deliver and/or perform any of the goods/services the Contractor shall immediately notify BKI and arrange for replacement of that person with a person satisfactory to BKI.

BKI may at any time by notice in writing to the Contractor, require that the Contractor cease to permit any of the specified persons to be engaged in carrying out the services. In such event the Contractor shall as soon as is practicable, cease to provide the service of such person or persons in or about BKI's business and shall provide the services of alternative personnel as deemed as acceptable to BKI.

6. Intellectual Property: All material, including but not limited to documents, computer software, equipment, reports, information and data produced and stored by any means whatsoever which is created for the purpose of performing the services, which is provided to and used by the Contractor for the purposes of this contract shall remain the property of BKI and upon expiration and termination of this contract shall immediately return to BKI all such material.

All contract Intellectual Property created by the contractor for this contract vests in and is the property of BKI from the time of its creation. The Contractor irrevocably and unconditionally assigns to BKI, free of additional charge, all of its right, title and interest in and to the contract Intellectual Property.

All Pre-existing Intellectual Property used by the Contractor in connection with the provision of services or the creation of contract Intellectual Property remains the property of the Contractor or its licensors.

7. Warranties: The Contractor warrants that:

- a) the contract material is or will be original and that use of the contract material by BKI will not infringe the intellectual property rights of any person or other rights or laws;
- b) that this Agreement can be deemed as a "relevant contract" according to both the Victorian Payroll Tax Act (PRTA) and the Workplace Injury, Rehabilitation and Compensation Act 2013.

8. Indemnity & Limitation of Liability:

8.1 The Contractor releases and indemnifies BKI, its servants and agents from and against all damages, costs, expenses, loss or damage which they may incur or sustain and all actions, proceedings, claims and demands whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of:

- (a) the performance by or on behalf of the Contractor of the goods/services outlined in this order;
- (b) any negligence or other wrongful act or omission of the Contractor or the Contractor's staff, other employees, or for any other persons for whose acts or omissions the Contractor is vicariously liable;
- (c) any negligence or other wrongful act or omission of the Contractor's visitors, invitees or licensees;
- (d) death, injury, loss of or damage to the Contractor's staff or its other employees, agents, sub-contractors, licensees, invitees, students or visitors; and
- (e) any breach of this contract by the Contractor.

8.2 The Contractor's indemnities are not restricted, limited or waived by any provision of this contract with regard to insurance or by any approval of insurance policies.

8.3 The provisions of this clause 8 will survive the expiration or earlier termination of this contract.

8.4 Insofar as permitted by law, BKI will not in any event be liable to the Contractor for any claim to the extent that any cost, loss, damage or expense claimed is caused or contributed to by the wrongful or negligent act or omission of the Contractor, or their respective officers, employees or agent.

9. Insurance:

9.1 BKI requires that the Contractor shall maintain the following minimum insurance cover for the duration of this contract:

(a) if the contract is for or contains an element of professional advisory services a professional indemnity insurance policy to a minimum Indemnity limit of \$5,000,000 or such greater amount as may be reasonably specified by BKI in this order.

(b) a public risk insurance policy with a minimum sum insured of \$10,000,000 or such greater amount as may be reasonably specified by BKI in this order.

9.2 The policy shall be with an insurer and include terms and conditions reasonably acceptable to BKI. A certificate of currency shall be issued by the Insurer confirming limits and names and that the premiums are current and have been paid.

9.3 The insurance must be in full force and effect as at the commencement of this contract.

9.4 Without limiting the generality of the obligations under clause 9.1 in effecting the insurance policies the Contractor will also ensure that the insurance policies further cover the indemnities as provided by the Contractor to BKI as set out in clause 8.

9.5 BKI may require the Contractor to provide proof that the policies of insurance required in clause 9.1 have been affected and maintained. BKI may terminate this contract if the Contractor does not comply with this clause.

10. Confidentiality:

10.1 The Contractor acknowledges that all documents, data and information disclosed by BKI is "Confidential Information" and shall be used only for the purposes of this contract. The Contractor shall keep the Confidential Information confidential and may disclose it only to its officers, employees, sub-contractors or partners who have a need to know for the purposes of this contract. Before disclosure, the Contractor shall direct that its officers, employees, sub-contractors or partners keep the information confidential.

10.2 Unless otherwise approved in writing by BKI, the Contractor undertakes to hold in strict confidence the contract material.

10.3 The obligations of this clause 10 are continuing and shall not cease on termination of this contract.

11. Privacy:

11.1 In this clause, "Personal Information" means personal information as defined in the Privacy and Data Protection Act 2014 (Vic) and health information as defined in the Health Records Act 2001 (Vic).

11.2 The privacy obligations in this clause apply to all Personal Information which the Contractor receives from BKI (for any reason, and whether directly or indirectly) or which the Contractor receives, creates or holds in connection with this contract.

11.3 The Contractor:

(a) shall handle Personal Information to which this clause applies in accordance with all privacy principles which govern, or would govern, the handling of such information by BKI including, without limitation, the Information Privacy Principles under the Privacy and Data Protection Act 2014 (Victoria) and the Health Privacy Principles under the Health Records Act 2001 (Victoria); and

(b) shall comply with all applicable guidelines, determinations, or recommendations made by a Commissioner or any other regulatory body which administers the applicable privacy principles and shall submit to investigations and enforcement procedures by those Commissioners and regulatory bodies.

11.4 The Contractor agrees to handle Personal Information to which this clause applies in accordance with any reasonable and lawful direction given by BKI.

11.5 Where the Contractor discloses any Personal Information to which this clause applies to any third party (including any subcontractor under this contract), the Contractor agrees to ensure that such a third party is subject to enforceable obligations requiring the third party to comply with the obligations in this clause, as if the third party were the Contractor, and to enforce these obligations against the third party in accordance with such directions as BKI may give.

11.6 The Contractor shall indemnify BKI (and its officers, directors, employees, contractors and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including, without limitation, legal costs) that arise out of or relate to any breach of these privacy obligations by the Contractor or by any third party under subclause 10.5.

11.7 This clause applies regardless of whether the Personal Information, the Contractor or any third party to whom the Contractor discloses Personal Information to which this clause applies are located in or outside Victoria.

11.8 The provisions of this clause 11 will survive the expiration or earlier termination of this Agreement.

12. Sub-Contracting: The Contractor must not sub-contract to any third person any of its obligations in relation to the contract without the prior written consent of BKI (which may be given or withheld in its absolute discretion).

The Contractor will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the contract and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Contractor itself.

13. Default: Without limiting any other available remedy, if the Contractor fails to provide any of the goods/ services in accordance with the contract, BKI will not be required to pay for those services (until they are provided correctly) and may require the Contractor to remedy any default or re-perform the services within the time specified in a notice (which must be reasonable having regard to the nature of the contract).

14. Variation of Contract: No agreement or understanding varying or extending this contract shall be legally binding upon either party unless in writing and signed by both parties.

15. Governing Law: This contract is governed by and shall be construed in accordance with the laws of the State of Victoria. The Contractor shall ensure that the services comply with the laws of any State or Territory in which the services, or any part thereof, are to be carried out.