



SUPPLIER TERMS AND CONDITIONS

For the purchase of products and services by Cummins South Pacific Pty Ltd

PRECEDENCE If there is a conflict between these Supplier Terms and Conditions, the information on the face of a PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over the Supplier Terms and Conditions, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the detailed contract will take precedence over all other terms. These Terms will prevail over any other Supplier terms and conditions, except to the extent specifically agreed by Cummins in writing.

1. GENERAL

1.1 As used in this document, the terms: "Cummins" means Cummins South Pacific Pty Ltd (ABN 42 006 332 949) or the subsidiary or related corporation of that entity which issues a PO to Supplier under these Supplier Terms and Conditions; "Force Majeure" has the meaning given in clause 18.1; "Loss" means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment (including legal fees on a full indemnity basis) however arising, whether present, unascertained, immediate, future or contingent and includes direct loss and consequential loss; "Purchase Order" or "PO" refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction; Supplier Terms and Conditions means these terms and conditions and any other terms that are attached or incorporated by reference. "Supplier" means the supplier or seller identified on the face of the PO and its agents and representatives; "Specifications" means all applicable blueprints, product specifications, the provisions on the face of the PO and any attachments to it; "Supplies" designates raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or services to be furnished by Supplier to Cummins for the PO.

1.2 The PO and Supplier Terms and Conditions shall be construed as an offer made by Cummins to purchase the Supplies on the terms of the PO and Supplier Terms and Conditions. The contract resulting from the acceptance of the offer by Supplier will be between Supplier and the Cummins entity that issued the PO to Supplier and all references to a 'party' under this document will be so construed. These Supplier Terms and Conditions and each contract made under them are to be construed according to the laws for the time being in force in the State of Victoria. The Supplier agrees to submit to the non-exclusive jurisdiction of the Courts of that State and any dispute arising out of the interpretation or fulfilment of the PO shall be heard and adjudicated in Melbourne, Victoria.

1.3 Unless expressly set forth in these Supplier Terms and Conditions, in the PO submitted by Cummins or otherwise as agreed in writing between the parties, Cummins is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Cummins and Supplier.

1.4 In the event of a direct purchase wherein the contract amount is \$1M AUD or above, a Direct Supply Agreement (DSA) if deemed necessary by Cummins shall be executed. Such DSA shall govern and take precedence over this PO terms and conditions.

2. CONTROLLING TERMS

The PO is expressly limited to the Supplier Terms and Conditions and Specifications contained herein. The PO is an offer made by Cummins to purchase the goods and/or services set forth herein and in the PO and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is rejected. Supplier accepts the Specifications and Supplier Terms and Conditions by acknowledging or confirming the PO in writing, or commencing work on or shipping Supplies covered by the PO.

3. PRICES AND INVOICING

3.1 Prices shown on the face of the PO may not be increased without prior written authorisation by Cummins' Purchasing Department and the prices shall include all taxes (excluding GST). Supplier may contact this department using the following details: Regional Purchasing Leader, Cummins South Pacific, 2 Caribbean Drive, Scoresby, Victoria, Tel. 61-3-9765 3222.

3.2 Unless authorised by Cummins, which authorisation will not be unreasonably withheld, Supplier agrees to use its best endeavours to ensure that only one invoice is issued to Cummins to cover all shipments made on any day.

3.3 Payment terms are 45 days from end of month of invoice unless otherwise noted on the face of the PO.

3.4 Cummins is not required to pay for any Supplies until the Supplier submits a valid tax invoice to Cummins for those Supplies.

4. DELIVERY

4.1 Deliveries of the Supplies are to be made by or on behalf of the Supplier in the quantities and at times specified on the face of the PO. To the extent the PO does not set out the quantities or times for the delivery of the Supplies and the parties have not agreed in writing otherwise. Delivery shall be DDP (as defined in INCOTERMS 2010) or as otherwise specified in the PO and full title to Supplies shall pass to Cummins on delivery. Deliveries must be made to Cummins' point of use, freight pre-paid, unless otherwise stipulated on the face of the PO. Cummins may notify the Supplier of a change in the point of use to which the Supplier must deliver the Supplies, subject to additional reasonable freight costs being payable by Cummins. Time for delivery shall be of the essence.

4.2 Supplier shall, upon Cummins' request provided with reasonable notice, suspend shipment and delivery of Supplies to be furnished hereunder as Cummins may request. Any Supplies already manufactured or produced at the time of suspension must be stored by Supplier for as long as the shipment is suspended by Cummins. Cummins must pay to the Supplier the Supplier's reasonable additional costs incurred by the Supplier as a result of the suspension, on the condition the Supplier mitigate those costs.

4.3 Cummins will not be deemed to have accepted the Supplies on delivery and will have up to 10 days to inspect those Supplies following delivery. Goods shipped must be as specified and no substitutes or changes are to be made without Cummins written permission. Any excess deliveries will be subject to return at the Supplier's expense and risk.

4.4 Supplier shall, upon Cummins' request provided with reasonable notice, provide access to the Supplies for inspection by Cummins prior to delivery.

5. QUALITY OF SUPPLIES

5.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with the PO, and will be fit and sufficient for any disclosed purpose, merchantable, of good material and workmanship, and free from defect on the date of acceptance and for a period of 36 months from the date of acceptance. Supplier's warranties shall survive Cummins acceptance of, inspection of, and payment for the Supplies. Where the Supplies include services, the Supplier warrants that the services will be provided in a timely, diligent, efficient and skilful manner.

5.2 Supplier shall notify Cummins immediately and prior to the acceptance of the PO, if it cannot satisfy the Specifications, Supplier Terms and Conditions or the delivery schedule of the PO.

6. DISPOSITION OF REJECTED MATERIAL

6.1 With respect to any Supplies not in conformity with the requirements of the PO or not in conformity with the specifications of any such Supplies as provided to Cummins, Cummins shall have the right, at its option, to reject such Supplies and require Supplier to repair, replace or re-perform such Supplies or services immediately after notification (such notice to be provided within 3 days of completion of the inspection contemplated in clause 4.3) at the Supplier's sole cost and expense. Cummins shall confirm any verbal notification in writing.

6.2 At Cummins' election, the Supplier is required to repair, replace or re-perform non-conforming Supplies or services even if written notification is not provided by Cummins following verbal notification as contemplated by clause 6.1.



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7. PACKING, SHIPPING, AND STORAGE

Supplier shall, at its, his or her expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

8. CANCELLATION

8.1 Subject to clause 8.2, Cummins may at any time, with reasonable written notice to the Supplier, cancel the PO or any part of the PO without liability except for payment to the Supplier of the cost of work provided up until the date of termination, work in process and material commitments made up to the date of cancellation. Cummins shall make payment to the Supplier for any such costs within 14 days of receipt of invoice or within such other time period as may be agreed between the parties.

8.2 Notwithstanding the foregoing, if there is an event of Force Majeure either party may cancel the PO without liability or cancellation charges as provided under clause 18.1.

9. CHANGES

Cummins may, with reasonable notice, by written instructions or verbal instructions confirmed in writing to Supplier, propose changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Cummins within fourteen days of notification of such proposed changes of any proposed differences in price, quality or delivery time which will apply as a result of the proposed changes. Such proposed changes shall be subject to prior written approval by Cummins and the Supplier, such approval not to be unreasonably withheld.

10. INTELLECTUAL PROPERTY

10.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any patents, copyrights, trade names, trademarks, trade secrets or other intellectual property rights; and agrees to indemnify Cummins against all damages, costs, and expenses incurred by Cummins as a result of any actual or alleged infringement by the Supplies of any intellectual property rights (including in relation to any claims by made against Cummins by anyone selling or using any of Cummins' products which are or incorporate the Supplies), and agrees that Supplier shall, upon request of Cummins and at Supplier's own expense, defend or assist in the defense of any action which may be brought against Cummins or those selling or using any of Cummins' products which are or incorporate the Supplies by reason of any such alleged infringement.

10.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of the PO shall be the sole property of Cummins and Supplier shall do all things reasonably requested by Cummins, at Cummins' expense, to transfer the ownership thereof and to perfect the same.

11. DESIGN AND CONFIDENTIAL INFORMATION

It is understood and agreed by the Supplier that any article made according to a design specified by Cummins (not previously a standard commercial design of Supplier) will not be furnished or disclosed by Supplier to any other person, firm, or corporation. It is recognised that each party may have access to certain confidential information of the other party and, therefore, each party agrees not to divulge or permit disclosure to anyone of the confidential information of the other party, nor use for its own benefit, any such confidential information including drawings or other documentary information of a confidential nature.

12. REMEDIES

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

13. INDEMNITY AND INSURANCE

13.1 Each party ("First Party") indemnifies the other party ("Second Party") and holds the Second Party harmless from and against all Losses (including all legal costs, and any other associated fees and costs) for which the Second Party incurs as a direct result of:

- (1) any breach of an Agreement by the First Party; and
- (2) any negligent or willful act or omission by the First Party, the First Party's employees, agents, servants, contractors or others for whom the First Party is legally responsible.

13.2 Supplier's liability to indemnify an indemnified party under clause **Error! Reference source not found.** shall be reduced proportionately to the extent that the Loss is caused or contributed to by an indemnified party.

13.3 The Supplier agrees to maintain the following levels of insurance and to furnish to Cummins with certificates of insurance for evidencing the issuance and maintenance of: Public Liability Insurance (\$20,000,000 single limit), and Product Liability insurance (\$20,000,000 single limit) including contractual liability coverage on an occurrence-basis and with Cummins and its affiliated companies included as additional insureds on a primary and non- contributory basis, and Worker Compensation Insurance (as required by statute). Said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. The Supplier also agrees to furnish Cummins certificates from appropriate governmental agencies and insurance companies, upon request by Cummins, showing that Supplier has adequate Worker's Compensation coverage.

13.4 If the Supplier operates any vehicle in the performance of the PO, the supplier must provide Automobile/Motor Liability (\$1,000,000 each accident). If the Supplies involve accounting, legal, medical or other professional services, the Supplier must also provide: Professional Liability Insurance (\$10,000,000 each incident), and if this insurance is on a "claims-made" basis, will contain a retroactive date preceding the performance of the PO and maintained for or contain a claims reporting period of a minimum of 3 years following the conclusion of performance of the PO. If the Supplies involve transporting Cummins assets via motor vehicle, the Supplier must also provide: Motor Truck Cargo Insurance (\$1,000,000 single limit). If the Supplies involve performing environmentally related activities such as (but not limited to) soil sampling, waste disposal and environmental clean-up upon Cummins property, the Supplier must also provide: Environmental Impairment Liability Insurance (\$5,000,000 single limit each claim). If the Supplies involve computer hardware or software, SaaS, or related IT products or services, the Supplier will carry Cyber Liability insurance (\$1,000,000 limit each incident) with a retroactive date and maintenance as specified above.

13.5 The Supplier's policies shall contain language waiving subrogation in favour of Cummins and its affiliated companies and their servants, employees, directors, agents and representatives. The insurance limits required here are minimums and Supplier is solely responsible for determining the types and levels of insurance beyond these that it needs to protect itself from its operating risks. Supplier is solely responsible for all deductibles/self-insured retentions. The insurance requirements herein do not serve as a limitation of liability.

13.6 Subject to applicable law and unless otherwise expressly agreed in writing by Cummins or specified in these Supplier Terms and Conditions, Cummins is not required to assist the Supplier in performing the Supplier's obligations under these Supplier Terms and Condition.

14. ADVERTISING OR USE OF NAME "CUMMINS"

The Supplier shall not use or permit the use of the word "Cummins" or any similar word or any trademarks of Cummins in any manner (including but not



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limited to any in any description of or in the marketing of products produced by the Supplier), or in any manner advertise or publish the fact that the Supplier has contracted to furnish the Supplies pursuant to the PO.

15. PARTY'S INSOLVENCY

If a party ("**First Party**") ceases to conduct operations in the normal course of business or is likely to or be unable to meet its obligations when they arise, if any bankruptcy or insolvency proceeding is brought by or against the First Party, if a receiver, administrative receiver, liquidator or similar is appointed or applied for in relation to the First Party, if the First Party makes an assignment for the benefit of creditors, or if the other party ("**Second Party**") reasonably believes the First Party may be unable to complete the PO, the Second Party may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Cummins. If the First Party fails to provide written assurance of performance, within 10 days of the Second Party's demand for such assurance, the Second Party may terminate this agreement.

16. COMPLIANCE WITH LAWS AND POLICIES

16.1 The Supplier agrees to comply with all applicable governmental laws, regulations and rules applicable to the Supplies (including the *Competition and Consumer Act 2010* (Cth), *Criminal Code Act 1995* (Cth), *Australian Security Intelligence Organisation Act 1979* (Cth), *Modern Slavery Act*, and *Export Control Act 1982* (Cth)) furnished under this PO. The Supplier shall at all times comply with any legislation, regulations or by-laws, common law, requirements, consents or guidelines relating to occupational health and safety of persons and environmental protection. The Supplier agrees to indemnify, defend and hold Cummins harmless from and against any Loss incurred by Cummins which arises from Supplier's breach of this clause 16 (including the costs and expenses incurred by Cummins in defending any action brought against Cummins arising out of that breach), except to the extent that such action arises directly from any default, fraud or non-compliance with the above laws or negligence on the part of Cummins.

16.2 The Supplier agrees to comply with Cummins' Supplier Code of Conduct as notified to the Supplier on or prior to the date of acceptance of these Supplier Terms and Conditions. Cummins may vary the Supplier Code of Conduct from time to time with the variation becoming effective as soon as Cummins provides the Supplier with notice of the variation ("**Variation Date**"). Any variation to these Supplier Code of Conduct will only apply to, and in respect of, any PO provided after the Variation Date and the parties acknowledge that nothing in this agreement requires the Supplier to accept any further PO after the Variation Date. Subject to this clause, the Supplier undertakes to sign and return to Cummins a copy of the Supplier Code of Conduct response form which requires the Supplier to comply with the applicable laws and Cummins' Supplier Code of Conduct.

16.3 If requested by Cummins, and to the extent permitted by law, Supplier agrees to give Cummins or its authorized representative access to all pertinent documents, a complete supply chain map (to include but not limited to a bill of material for all Products, a list of the names and addresses of Supplier's tier 1 and sub-tier suppliers (collectively "Sub-tier Suppliers"), and what bill of material inputs/components/raw materials the Sub-tier Suppliers' supply), data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

17. MODERN SLAVERY

17.1 For the purpose of these Supplier Terms and Conditions:

"**Modern Slavery Act**" means the *Modern Slavery Act 2018* (Cth) as amended.

"**Modern Slavery**" has the same meaning as it has in the Modern Slavery Act.

Where any other term is used in this clause which is defined in the Modern Slavery Act it shall have the same meaning which it bears in the Modern Slavery Act.

17.2 The Supplier undertakes that:

- (a) it has taken reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the products and/or services; and
- (b) no entity in the Supplier's supply chain utilises Modern Slavery in its operations.

17.3 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this agreement, the Supplier must as soon as reasonably practicable:

- (a) notify Cummins in writing;
- (b) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains; and
- (c) provide any reports or information reasonably required by Cummins to ensure that the Supplier is addressing or has addressed any Modern Slavery practices in the Supplier's operations and supply chains used in the performance of this agreement

17.3 The Supplier will ensure its servants, employees, directors, agents and representatives responsible for managing the operations and supply chains used in the performance of this agreement have undertaken suitable training to be able to identify and report Modern Slavery.

17.4 The Supplier will prepare and implement a Modern Slavery risk management plan (**Modern Slavery Risk Management Plan**) in relation to its performance of this agreement. The Modern Slavery Risk Management Plan should at a minimum detail:

- (a) the Supplier's steps to identify and assess risks of Modern Slavery practices in the operations and supply chains used in the performance of this agreement;
- (b) the Supplier's processes for addressing any Modern Slavery practices of which it becomes aware in the operations and supply chains used in the performance of this agreement;
- (c) the content and timing of training for the Supplier's servants, employees, directors, agents and representatives about Modern Slavery; and
- (d) a process for handling a complaint or grievance about Modern Slavery practices that are consistent with the criteria set out in the *United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework*.

17.5 The Supplier must upon written request provide Cummins with a copy of its Modern Slavery Risk Management Plan as evidence of its compliance with this clause 17.

17.6 The Supplier must comply with the Modern Slavery Risk Management Plan in its performance of this agreement. For the avoidance of doubt, nothing in this clause 17 derogates from the Supplier's other obligations arising under this agreement or otherwise in relation to the provision of the products and/or services.

18. MISCELLANEOUS

18.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under a PO when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, pandemics, acts of God or Governments ("**Force Majeure**") provided the affect party uses reasonable endeavours to overcome and mitigate the effect of that event of Force Majeure. The party affected by an event of Force Majeure must provide notice to the other party of the event and keep the other party reasonably updated as to the nature and extent of the event while it subsists. During the Supplier's inability to supply the Supplies, Cummins may, at its option, procure such the Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome. If a notified event of Force Majeure exceeds a period of 90 days, the party not prevented by the event of Force Majeure may terminate this agreement on written notice to the other party.

18.2 If requested by Cummins, the Supplier agrees to give Cummins or its authorized representative's reasonable access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.



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18.3 Notice. Any notice required to be made under this PO to Cummins shall be made to: Cummins South Pacific Pty Ltd., Company Secretary, 2 Caribbean Drive, Scoresby, Victoria 3179, Australia, unless a different address is specified on the face of the PO. Any such notice to the Supplier shall be to the address shown on the face of the PO.

18.4 The Supplier will use its best endeavours to actively pursue sourcing of materials and services from minority owned and small disadvantaged businesses. Cummins reserves the right to periodically meet with the Supplier's purchasing department to review minority sourcing programs and results.

18.5 The Supplier agrees to comply with the International Financial Reporting Standards (IFRS), and if requested to by Cummins, the Supplier will comply with and assist Cummins as reasonably necessary in its compliance with the requirements of the Sarbanes-Oxley statute and related regulations.

18.6 The Supplier must not subcontract performance of the delivery or performance of the Supplies without Cummins' prior written consent.

18.7 A party cannot assign the rights and benefits of these Supplier Terms and Conditions without the prior written consent of the other party.

18.8 Cummins may terminate these Supplier Terms and Conditions at any time for any reason upon thirty (30) days written notice to the Supplier. In the event of such termination all POs will continue to remain binding and in force, subject to Cummins right to cancel any PO under clause 8.

18.9 A party may terminate the PO or these Supplier Terms and Conditions immediately upon written notice to the other party if the other party:

- (a) materially breaches any provision of the PO or these Supplier Terms and Conditions and the breach is incapable of remedy; or
- (b) breaches any provision of the PO or these Supplier Terms and Conditions which is capable of remedy and fails to remedy that breach within ten (10) business days of notice requesting that the breach be remedied.

18.10 The parties must comply with any special conditions as may be specified in Schedule 1 of these Supplier Terms and Conditions.

18.11 In this document and any contract made under it:

- (a) the singular includes the plural and vice versa;
- (b) the word person includes a firm, a body corporate, an unincorporated association, body or organization established pursuant to international treaty, intergovernmental body, or government authority and other official authority;
- (c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time (except as otherwise expressly provided elsewhere in this document);
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
- (f) headings are inserted for convenience and do not affect the interpretation of these Supplier Terms and Conditions.

18.12 A failure to exercise or delay in exercising any right under this document or a contract made under it does not constitute a waiver and any right may be exercised in the future. Waiver of any rights under this document must be in writing and is only effective to the extent set out in that written waiver.

18.13 If any provision of this document is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from this document without affecting the validity or enforceability of the remaining provisions.

18.14 The termination or expiry of this document and any contract made under it does not operate to terminate any rights or obligations that by their nature are intended to survive termination or expiration, and those rights or obligations remain in full force and binding on the party concerned including without limitation the rights and obligations under clauses 1, 5, 6, 10, 11, 12, 13, 14, 18, 21, and 24.

18.15 Each party must:

- (a) do all acts necessary or desirable to give full effect to a contract made under this document; and
- (b) refrain from doing anything which might prevent full effect being given to a contract made under this document.

18.16 The relationship between the parties is and will remain that of independent contractors, and nothing in this document or a contract made under it constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or (except as expressly provided for) gives rise to any other form of fiduciary relationship between the parties.

18.17 Notices by a party must be delivered by hand, prepaid post or email and sent to the address of the receiving party. Notices will be deemed to have been received: by hand upon delivery; by post within six Business Days of sending; and by email one hour after the email is sent (unless the sender knows that email has failed to send).

19. ENVIRONMENTAL

The Supplier agrees to conform to the Cummins Environmental Policy and to the procedural requirements associated with the Cummins Environmental Management System. The Supplier shall ensure it has an understanding of its obligations under the Cummins Environmental Management System and assumes responsibility for the consequences of departing from specified procedures. To obtain further information and a copy of Cummins' Environmental Policy, contact the site Environmental Manager on Tel. 61-3-9765 3222.

20. ADMINISTRATIVE

20.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, express receipts, packing and packing slips. A full set of documents are to be rendered for each shipment and forwarded only to Cummins on the day of shipment. Bills of Lading must be forwarded under separate registered mail. All invoices and shipping documents must show the Purchase Order number as set out under this PO. Any costs, bonding or wharf charges arising from a failure of the Supplier to adhere to these and the following requirements shall be payable by the Supplier. For Domestic Shipments or Deliveries, invoices (Original only), delivery dockets and/or shipping specifications (in triplicate) are required. Invoices are to be mailed to the invoicing address shown on the PO and not enclosed with these Supplier Terms and Conditions and not enclosed with goods supplied. For Foreign Shipments, Custom Invoices, Bills of Lading and Shipping specifications in quadruplicate are required, with the whole properly completed and certified in accordance with Australian Customs Regulations.

20.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

20.3 Material shipped from other than the Supplier's stock must plainly show Cummins PO number and the Supplier's name on packing slips and shipping tags.

20.4 This PO and the Supplier Terms and Conditions shall expire upon receipt of the Supplies or services described herein or one (1) calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO and these Supplier Terms and Conditions shall survive.

21. WARRANTIES

In the event the goods are defective while under warranty, the Supplier will replace or repair the defectives goods. The Supplier agrees to have regard to any reasonable request from Cummins regarding repair or replacement. Warranties against defects may be provided by the Supplier in a separate document and warranty claims will be directed to the Supplier's address on the PO. The Supplier acknowledges that the Supplies are provided with guarantees that cannot be excluded under Australian Consumer Law. Cummins is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Cummins is also entitled to have the Supplies repaired or replaced if the goods fail to be of acceptable quality and the failures does not amount to a major failure. This warranty is in addition to other rights and remedies available to Cummins under the law.



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22. TEST CERTIFICATES

If so stated on the face of this Purchase Order or any attachments, test certificates for material and equipment supplied under this Purchase Order must be forwarded to Cummins upon completion of testing or upon request by Cummins of such certificates from the Supplier.

23. SITE WORK AND SERVICES

23.1 Invoices for site work and services must be accompanied by a schedule of "work completed on site" certified by Cummins' engineer or authorised representative.

23.2 Progress payments will not be made unless specified in the Purchase Order.

23.3 Evidence of the Supplier's current Workers Compensation insurance policy covering personnel involved in site work and service and an adequate Public Liability insurance policy issued by a reputable insurer must be supplied with the acceptable of the Purchase Order and the Supplier shall indemnify and keep indemnified Cummins, its servants, employees, directors, agents and representatives and hold it and them harmless against all actions, suits, claims, proceedings, costs and expenses whatsoever arising from claims arising from failure to hold the workers compensation insurance. Any Supplier that enters Cummins' site must comply with Cummins' OH&S Requirements as well as complying with Australian State and Federal Safety Standards.

24. GST

For the purpose of these Supplier Terms and Conditions and each PO, unless the context otherwise requires:

"Act" means A New Tax System (Goods and Services Tax) act 1999 as amended.

"GST" has the meaning given in Section 195-1 of the Act

Where any other term is used in this clause which is defined in the Act it shall have the same meaning which it bears in the Act.

24.1 GST Exclusive

Any amounts payable under these Supplier Terms and Conditions or a Purchase Order are calculated or expressed exclusive of GST.

24.2 Taxable Supply

If GST is or becomes payable by a party under these Supplier Terms and Conditions or a Purchase Order or any transaction contemplated by these Supplier Terms and Conditions including a Purchase Order, the recipient of the supply must pay to that party an amount equal to the GST payable of the supply, provided that the party at the same time provides to the recipient of the supply a valid tax invoice referable to that supply.

24.3 Adjustment

If there is an adjustment relation to a supply under these Supplier Terms and Conditions or a Purchase Order which results in the amount of GST or a supply being different from the amount in respect of GST recovered by a party, as appropriate, that party:

(a) may recover from the recipient of the supply the amount by which the amount of GST on the supply exceeds the amount recovered; or

(b) must refund to the recipient of the supply the amount by which the amount recovered exceeds the amount of GST on the supply.

24.4 Further Assurance

Each party must do all things necessary so that it is registered for GST purposes by the date GST is first imposed.

Supplier Name in Full:

Phone Number:

Registered Address of Supplier:

Supplier ABN:

Supplier Representative: Printed Name:

Job Title:

Supplier Representative: Signature:

Date:

SUPPLIER BANK DETAILS (for payment of invoices)

Bank Institution:

Account Name:

BSB #

Account #