Conditions of Purchase

October 2026

1. General

a) These terms apply to all purchase orders ("Orders") for goods and or services (goods/services) placed by the Customer to a supplier (Supplier) and are in addition to any terms and/or conditions specified in an individual Order.
b) The Customer may include one of the following entities:
   i) The Crown in right of the State of New South Wales, acting through the NSW Institute of Sport as constituted under section 2 of the Institute of Sport Act 1995 No 52
   ii) Any other entity covered under a service arrangement with the Institute
c) No other terms or conditions or any variations apply to an Order by the Customer unless the Customer has agreed in writing to them.
d) The Supplier agrees to provide the Customer with access to any records or information in relation to any Orders for goods and services with the Supplier as reasonably required from time to time.
e) If there is any inconsistency among any documents that form the Order, the following order of priority will apply so that the higher ranked document will prevail to the extent of the inconsistency:
   i) the statement of requirements set out in the Customer's Request for Proposal (RFP), Request for Quote (RFQ) or Request for Tender (RFT) document (if any);
   ii) these Order Form terms;
   iii) the terms specified in the individual Order;
   iv) any quote or response to the Customer's RFP, RFQ or RFT provided by the Supplier (if any); then
   v) any other document.

2. The agreement

a) Supply of goods/services pursuant to an Order shall constitute acceptance of the terms of this agreement.
b) The Supplier may not transfer this agreement without the prior written consent of the Customer.
c) The laws of New South Wales govern this agreement.

3. Waiver

A waiver of a breach of a term of this agreement shall not be taken to be a waiver in respect of any other breach. The failure of either party to enforce a term of this agreement will not be interpreted as a waiver of that term.

4. Price

All prices quoted in an Order are fixed and inclusive of all taxes, including GST, insurance, freight and delivery costs including costs associated with the return of goods wrongly supplied or defective goods.

5. Warranties

a) In relation to goods supplied under this agreement, the Supplier warrants that at the time ownership of the goods passes to the Customer, they will be free from any charge or liability, the goods comply with all laws and applicable standards, are free from defects and fit for purpose and conform to the description of the goods purchased.
b) Unless otherwise agreed, the goods/services (including any installation of the goods) must be supplied with a minimum of 12 months warranty from the date of delivery or the completion of the project or installation to which the goods/services relate, whichever is later. During any applicable warranty period, the Supplier must without charge, at its own cost, and without prejudice to any other rights or remedies of the Customer, repair, collect, replace or resupply any goods/services that become subject to any applicable warranties. Where the goods/services have been procured from third parties, the Supplier agrees to do all things to assign to the Customer the benefits of any warranties given by the third parties, such as subcontractors, in addition to warranties offered by the Supplier under this agreement.
c) In relation to services supplied under this agreement, the Supplier warrants that the services do not infringe the intellectual property rights of any third party and agrees to indemnify the Customer in the event that any third party makes a claim on the Customer in relation to any infringement of intellectual property rights by the Supplier; the Supplier and all personnel engaged to supply the services will provide the services with due care and skill, and are appropriately qualified, competent and experienced and hold all necessary licenses, permits and authorities.
d) The Supplier warrants that it is fully aware of the Child Protection Laws applicable to providing good/services pursuant to an Order and its operations more generally. Legislative obligations include those under the following Child Protection Laws:
   i) Child Protection (Working with Children) Act 2012
   ii) Children's Guardian Act 2019
   iii) Children and Young Person (care and Protection) Act 1998
   iv) All other related laws concerning child protection

6. Delivery

a) Title to the goods/services vests in the Customer upon acceptance and acceptance of the goods/services by the Customer is subject to satisfactory inspection on delivery. The Supplier assumes all risk in the goods/services until the Customer accepts them.
b) The Supplier must supply the goods/services on the date, time and place specified by the Customer and time is of the essence.
c) The Supplier must comply with the reasonable directions of the Customer in relation to the delivery of the goods and services.
d) The Supplier must ensure that all invoices, packing slips and other documents have an Order number, description and quantity of the goods and the name of the Customer representative. The goods must be packed for safe delivery to the

Customer. The Customer will not accept the goods or pay for the goods unless the Order number is included in the documents issued by the Supplier.

e) Goods/services that do not comply in every respect with the description, specification and any samples submitted with the Order will not be accepted and the cost of storing, handling and returning any goods not accepted shall be borne by the Supplier.

7. Defective Goods or Services

a) The Supplier, at its own cost, shall remedy any defect in supplied goods/services that have been notified to it by the Customer but if it fails to do so within 30 days of being so notified, the Customer may:
   (i) arrange for the remedial work by a third party at the Supplier's expense;
   (ii) in relation to goods, return the goods to the Supplier at the Supplier's expense and immediately be entitled to a full refund of the price of those goods; or
   (iii) in relation to services, notify the Supplier that it rejects the services in which case the Customer will immediately be entitled to a full refund of the price of those services.

b) The rights and remedies under this clause are in addition to, and do not limit, any other rights of the Customer at law.

8. Payment

If the Supplier has supplied the goods/services in accordance with the Order, the Customer has accepted the goods/services and the Supplier has issued a valid tax invoice substantiated by an itemised account and any further details reasonably requested by the Customer, payment will be made within 30 days after receipt of that invoice or within such time as has been agreed in writing by the Customer.

9. Insurances

The Supplier must hold appropriate insurance including workers compensation and public liability insurance (and where specified by the Customer, product liability and professional indemnity insurance) to cover the risk for the goods/services supplied and provide documentary evidence thereof to the Customer on demand.

10. Compliance with legislation

The Supplier shall identify applicable legislation to the supply of the goods and services and comply with the requirements of all such applicable legislation.

11. Indemnity

The Supplier shall indemnify the Customer, its employees and agents and the State of NSW against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property or the environment) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor client basis) arising out of any unlawful, negligent, reckless or deliberately wrongful act or omission of the Supplier in the performance of this agreement or any breach of this agreement.

12. Intellectual Property

Unless specified otherwise under the terms specified in an individual Order that apply to an Order, including NSW Government Prequalification Scheme terms, for new material the Supplier grants to the Customer:

a) a, perpetual, royalty-free, non-exclusive, irrevocable licence to use the Supplier's Intellectual Property (including all Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services that are not assigned to the Customer) to the extent necessary for the Customer to receive the full use and benefit of the Goods and Services; and

b) the ability to sub-licence any of the rights granted under Clause 12 a) to any person, including other government entities, but only in relation to the use or receiving benefits of the Goods or Services.

13. Termination

The Customer may terminate this agreement:

a) If the Supplier becomes bankrupt, insolvent or commits a substantial breach of this agreement in a manner that is capable of remedy immediately; or

b) The Supplier commits a breach capable of remedy and does not remedy the breach within 7 days of giving notice requiring it to do so from the Customer; or

c) Without cause, by giving written notice to the Supplier, in which case the Supplier shall stop supplying the goods or services under the agreement and take steps to mitigate losses and the Customer shall reimburse the Supplier its unavoidable costs directly incurred as a result of termination provided that any such claim is supported by written evidence of the costs claimed and will be in total satisfaction of the liability of the Customer to the Supplier in respect of this agreement and its termination.

d) The Customer shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Supplier as a result of the termination of this agreement by the Customer.

14. Survival

Clauses 2 (The agreement), 4 (Price), 5 (Warranties), 7 (Defective Goods or Services), 10 (Compliance with legislation), 11 (Indemnity), 12 (Intellectual Property), 16 (Publicity), survive the termination or expiry of an Order, as do any rights and remedies accrued before termination or expiry.

15. Relationship
The supply of goods/services pursuant to an Order does not create a relationship of partnership, employment, principal and agent, or of trustee and beneficiary.

16. Publicity
The Supplier must not disclose, distribute or otherwise communicate any media release, promotional material or publicity about or in relation to this agreement, their relationship or otherwise refer to the Supplier (including use its logo) without its prior written approval.