



BGIS (As Agent) Standard Purchase Order Terms for Supplies

Entire Agreement: These standard terms and any Purchase Order will together comprise the complete contract between BGIS (as agent of the Owner) and the Contractor in respect of the Supplies ('Contract'). Other than as expressly set out in the Purchase Order, no confirmation tender, quotation, delivery document, representation by the Contractor or any other document will vary this Contract.

Inconsistencies: If there is an inconsistency between this Contract and any Subcontract, the terms of the Subcontract shall prevail, save for the fee, scope and any KPIs set out in the Purchase Order. This Contract is not otherwise intended to vary any existing Subcontract.

Termination on entry into Subcontract: If BGIS (as agent of the Owner) and the Contractor enter into a Subcontract after the date of this Contract, this Contract will terminate and the Subcontract will prevail.

Interpretation: In this Contract:

1. **'BGIS'** means the BGIS entity named on the relevant Purchase Order;
2. **'Business Day'** means a day that is not a Saturday, or a Sunday, or a public holiday in the city or region, and any day falling in the period commencing on 24 December in any year and ending on 5 January in the following year (both days inclusive);
3. **'Contractor'** means the Contractor named on the Purchase Order;
4. **'Documents'** means documents, reports, designs, drawings, calculations and other written information, discs, tapes, passwords or access codes and other electronic data prepared in connection with the Supplies;
5. **'Head Contract'** means a contract between BGIS and the Owner which requires BGIS to arrange for the provision of the Supplies;
6. **'Owner'** means the owner notified to the Contractor from time to time;
7. **'Personnel'** means employees, agents and subcontractors of the Contractor and employees of subcontractors and agents;
8. **'Purchase Order'** means the completed form attached to these standard terms;
9. **'Subcontract'** means any subcontract for the provision of services or in respect of any supplies, including but not limited to the Supplies as defined in this Contract between the Contractor and BGIS (whether as principal or as agent of the Owner);
10. **'Supplies'** means all the work to be performed and any products or other supplies to be provided by the Contractor as expressed in, necessarily implied from or contemplated by this Contract and includes Variations;
11. **'Variation'** means an omission, addition or other change in the Supplies directed or approved by BGIS in writing; and
12. Any other term which starts with a capital letter and used in these standard terms will have the meaning given to it in the Purchase Order.

Supplies: The Contractor must deliver the Supplies in compliance with this Contract. Neither BGIS nor the Owner are liable to pay additional costs associated with a Variation unless before the Variation commences, BGIS (as agent of the Owner) has agreed either the full cost of the Variation or the specific methods of calculating such cost.

Standard of Supplies: The Contractor warrants that:



- a) It has exercised, and will continue to exercise, in the delivery of the Supplies the degree of skill, care and diligence expected of a skilled and adequately resourced contractor experienced in providing the same or similar Supplies; and



- b) the Supplies and any Documents produced or provided by the Contractor in connection with the Contract will be fit for their intended purpose and will conform to any specifications, standards, drawings, samples, descriptions and revisions as furnished to or by BGIS; and
- c) the Supplies will be merchantable and free of defects in design (to the extent designed by the Contractor), materials and workmanship.

The warranties given under this Contract will apply for the duration of 12 months from the date BGIS accepts the Supplies, or the warranty period provided under any applicable law, whichever is longer in duration.

Compliance with Directions: The Contractor must comply with all reasonable directions of BGIS in executing or supplying the Supplies.

Personnel: In performing the Supplies the Contractor will use only suitably qualified and competent tradesmen and technicians experienced and thoroughly trained in all aspects of the Supplies. The Contractor must ensure that all Personnel:

- a) are suitably clothed with appropriate uniforms, identification badges or labels and security passes;
- b) comply with BGIS' requirements for use of the site, including security and behaviour requirements; and
- c) comply with any rules applicable to the site set out in this Contract; and attend any site induction program required by BGIS.

If BGIS is of the reasonable opinion that any Personnel are incompetent, negligent or guilty of misconduct, or if the Owner provides a written request to remove any Personnel, BGIS may at any time direct the Contractor to cease using that Personnel in the provision of the Supplies, including to have that Personnel immediately removed from any site.

Safety: The Contractor must in performing the Supplies exercise all necessary precautions for the safety of all persons on the site and the public, and for the protection of the environment.

Report Damage: The Contractor must immediately report to BGIS any damage to person or property occurring in connection with the Supplies. The Contractor must make good at its cost any damage or loss to any property caused or contributed to by the Contractor.

Avoid Interference: The Contractor must avoid unnecessary interference with any occupants of the site and unreasonable noise and disturbance when carrying out the Supplies.

Price: If a contract is specified as being a lump sum contract in the Contract documents, the amount payable under the Contract is a fixed lump sum, subject to adjustment only on account of variations agreed in writing by BGIS. For Contracts specified as time charge contracts in the Contract documents, the Contractor will be paid for the Supplies on a time charge basis in accordance with the hourly rates set out in this Contract. Full substantiation and records of actual time incurred must be submitted weekly to BGIS or as otherwise directed by BGIS. The Contract Sum or hourly rates (as applicable) includes all costs, expenses, disbursements, levies, duties and taxes incurred by the Contractor in performing the Supplies.



Payment: The Contractor may invoice BGIS (as agent for the Owner) for the Contract Sum or other amounts payable under this Contract on completion of the Supplies (and not before unless BGIS agrees to allow the Contractor to invoice progressively). An invoice must be in the form of a GST-compliant Tax Invoice and must state the Purchase Order number and be addressed to the correct BGIS contact. BGIS must pay a properly submitted invoice (less any amounts claimed by BGIS from the Contractor) on a net 30 day monthly basis (meaning by the end of the month following the month in which the invoice is received). Payment does not constitute approval or acceptance of the receipt or quality of the



Supplies, and any acknowledgment of receipt of or payment for any Supply does not constitute a waiver of any liability of the Contractor under this agreement or at law.

Set-Off: BGIS is entitled to deduct from any monies payable to the Contractor any monies due from the Contractor to BGIS (as agent of the Owner) and the value of any claim by BGIS (as agent of the Owner) against the Contractor.

Site: BGIS (as agent of the Owner) will provide the Contractor with adequate access to the site. The Contractor must keep the area of the site where it is performing the Supplies neat and tidy, including removing its waste and rubbish from the site.

Commencement: The Contractor must commence the Supplies on the date specified under the Purchase Order (or other such date specified by BGIS in writing) and complete the Supplies in a timely manner and in accordance with BGIS' reasonable requirements, or with any of its directions, as notified in writing from time to time.

Review and Approval: No review, approval or acceptance by BGIS will relieve the Contractor of its responsibility to comply with this Contract.

Default: On receipt of a direction from BGIS (as agent of the Owner) the Contractor must remedy any default under the Contract. If the Contractor fails to remedy a default within 14 days after receipt of such direction then, without affecting any other rights BGIS or the Owner may have, BGIS may remedy the default and deduct the costs of doing so from the monies payable to the Contractor, as a debt due from the Contractor to BGIS (as agent of the Owner).

Term: This Contract becomes binding between BGIS (as agent of the Owner) and the Contractor when the Contractor receives (including electronically) the Purchase Order and these standard terms. Subject to BGIS' termination rights:

- (a) the term of this Contract is a period commencing on the date of this Contract, and ending on a date being one year from the date of this Contract or, if an expiration date is stated in the Purchase Order or any Subcontract, until that date ('Term'); and
- (b) this Contract will automatically renew for successive one-year periods unless the Contractor provides written notice at least 30 days prior to the end of any Term that it does not wish for the Contract to renew for a further Term.

Termination:

- a) **Termination for Cause:** BGIS (as agent of the Owner) may terminate this Contract immediately by giving notice to the Contractor if the Contractor commits:
 - a breach of this Contract which is not, in the reasonable opinion of BGIS not capable of remedy;
 - A breach of this Contract that is not remedied within 5 business days of receiving written notice from BGIS;
 - if the Contractor commits a material breach of this Contract; or
 - if BGIS has reasonable cause to believe that the Contractor is unable to pay any of its debts when they fall due.



- b) **Termination for Convenience:** Without prejudice to any of its rights, BGIS (as agent of the Owner) may terminate this Contract at its sole discretion and at any time by giving 14 days' written notice to the Contractor. If BGIS terminates this Contract for convenience, the Contractor must immediately invoice BGIS (as agent of the Owner) for work performed up to the date of termination. BGIS will not be liable to the Contractor for any loss, liability, expense or claim made in respect of the termination other than for the amount payable under this clause.



- c) **Termination of Head Contract:** Without prejudice to any of its rights, if the Head Contract expires or is terminated, BGIS may terminate this Contract at its sole discretion and at any time by giving 1 Business Day's written notice to the Contractor. If BGIS terminates this Contract, the Contractor will be entitled to payment for performance of the Supplies up to the date of termination. BGIS will not be liable to the Contractor for any loss, liability, expense or claim made in respect of the termination other than for the amount payable under this clause.

Indemnity: The Contractor indemnifies BGIS and the Owner against all liabilities, losses, damages, expenses and costs (including reasonably incurred legal costs and expenses) suffered or incurred by BGIS or the Owner to the extent that they arise directly or indirectly as a result of any breach of this Contract by the Contractor or any negligent, wilful, reckless or unlawful act or omission of the Contractor or any Personnel.

Insurance: The Contractor must take out and maintain the following insurance policies for the duration of Supplies and with a reputable insurer with a Standard and Poor's rating of at least A minus (or equivalent from another rating agency), in respect of the following:

- a) public liability insurance covering BGIS, the Owner, the Contractor and subcontractors for an amount not less than \$20,000,000 in respect of any one occurrence;
- b) insurance against any liability which may arise at common law or by virtue of any relevant workers compensation legislation for death or injury to its employees; and
- c) contractor's all risk insurance covering loss or damage to the Supplies for the period from the commencement of this Contract to the end of the defects liability period, or if there is no defects liability period specified, then to the date that title is transferred to BGIS.

The Contractor must on the request of BGIS from time to time, demonstrate to BGIS' satisfaction, compliance with this obligation.

Assignment and Subcontracting: The Contractor must not assign part or all of this Contract, which for the avoidance of doubt includes any change in control of the Contractor. The Contractor must not subcontract any part of the Supplies without BGIS' prior written approval. The Contractor is liable for the acts and omissions of its subcontractors. If required by BGIS the Contractor must forthwith complete and execute all such documents and do all things as may be necessary to give effect to, complete or perfect any assignment, transfer or novation of this Contract.

Confidential Information: The Contractor will not and must ensure that the Personnel do not disclose to any person information acquired in connection with, or during the performance of the Supplies except for the purpose of carrying out the Supplies.

Relationship of the parties: Nothing in this Contract or any circumstances associated with it or its performance give rise to any relationship of partnership, agent or employer and employee between BGIS (or the Owner) and the Contractor, or between BGIS (or the Owner) and the Personnel.

Conflict of interest The Contractor represents and warrants that its performance of this Contract will not in any way conflict with any continuing interests or obligations of the Contractor or its Personnel, and that while this Contract is in effect, the Contractor and its Personnel will refrain from any activities which could



reasonably be expected to present a conflict of interest with respect to its relationship with BGIS (or the Owner) or its performance of this Contract.

Law: In the performance of this Contract the Contractor must comply with all relevant laws, Acts, ordinances, rules, regulations, and other delegated legislation, codes and requirements of government and public authorities and all applicable standards, including the Australian and New Zealand Standards ('Laws'). The Laws of the Country, State or Territory in which the site is

located apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of that Country, State or Territory.

Agency: Despite any other provision of this Contract, BGIS enters into this Contract, holds its rights and performs its obligations under this Contract as agent for the Owner and not as principal or in any other capacity. The Contractor acknowledges and agrees that:

- a) BGIS is not personally liable under this Contract unless the loss or liability results from the negligence or fraud of BGIS or its employees;
- b) wherever under this Contract, BGIS is required to, or may, do something, it does so as agent of the Owner;
- c) the Contractor accepts the actions, directions, notices and instructions of BGIS as actions, directions, notices or instructions of the Owner;
- d) wherever the Contractor owes money to the Owner or there is a debt due and payable by the Contractor to the Owner, BGIS is entitled to collect that money or debt, or to set that amount off against any payment due to the Contractor by the Owner or BGIS (as agent of the Owner) under this Contract; and
- e) BGIS will be acting in accordance with the instructions and directions of the Owner and the Contractor is not entitled to make any claim against BGIS (on any legal basis) based on the fact that BGIS is acting in accordance with those instructions and directions and is not acting reasonably or independently.

Anti-Bribery and Corruption:

(a) Definitions

- (i) “**Affiliates**” means, in relation to a party, each subsidiary or holding company of that party and each subsidiary of a holding company of that from party and any business entity controlling, controlled by or under common control with that party;
- (ii) “**Anti-Corruption Laws**” means all applicable laws, rules, regulations, decrees and orders relating to anti-bribery, anti-corruption, anti-money laundering and antiterrorism, including without limitation, the laws of Australia (including the *Criminal Code Act 1995 (Cth)* and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and, to the extent they purport to have applicable extra-territorial operation, the laws of the United Kingdom of Great Britain and Northern Ireland, the laws of the United States of America and the laws of Canada (including without limitation, the *Anti-Terrorism, Crime and Security Act 2001 (UK)*, the *Bribery Act 2010 (UK)*, the *Foreign Corrupt Practices Act 1977 (US)*) and the *Corruption of Foreign Public Officials Act 1998 (Canada)*;
- (iii) “**Government**” includes any federal, state, regional or local government; any legislative, executive or judicial arm of any such government; any department, commission, authority, instrumentality, tribunal or agency of any such a government; any enterprise owned or controlled by such a government, whether carrying on a business or not; any political party or body; and any public international organization;
- (iv) “**Government Official**” includes any Representative of any Government; and any candidate for public or political office; and

- (v) “**Representative**” includes any director, officer, employee, agent (whether general or limited) and any other person acting for or on behalf of a person, entity or Government.
- (b) **Reporting Hotline**
- (i) BGIS maintains a reporting hotline (“**Brookfield Ethics Hotline**”) for its vendors and other interested parties to report any matters pertaining to:
- (A) accounting, auditing or other financial reporting irregularities,
 - (B) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or
 - (C) violations of law including Anti-Corruption Laws.
- (ii) The Brookfield Ethics Hotline may be accessed by telephone (toll free) at (Australia - 1800-152-863 and New Zealand - 0800-443-938) or by internet (anonymously) [at www.reportlineweb.com/Brookfield](http://www.reportlineweb.com/Brookfield).
- (iii) BGIS will investigate all matters reported to the Brookfield Ethics Hotline in compliance with its obligations at law (including part 9.4AAA of the *Corporations Act 2001* (Cth) where applicable) or as it otherwise deems necessary.
- (c) **Anti-Corruption**
- (i) The Contractor agrees that it and its Affiliates, and their respective Representatives will, in connection with this Contract, comply with all Anti-Corruption Laws.
- (ii) The Contractor represents and warrants that neither it nor its Affiliates or Representatives has, and further represents and agrees that none of them will, in connection with any transactions made in connection with this Contract, make or promise or offer to make any payment or transfer of anything of value, directly or indirectly:
- (A) to any Government Official; or
 - (B) to any other person,
- while knowing that all or some portion of the payment or thing of value will be offered, given, or promised to a Government Official or any other person in order improperly to obtain or retain business or to secure any improper advantage, or otherwise in breach of Anti-Corruption Laws.
- (iii) The Contractor warrants and undertakes to BGIS that:
- (A) to the best of its knowledge and belief, no Government or Government Official has any ownership interest, direct or indirect, in the Contractor or in the contractual relationship established by this Contract;
 - (B) it has and during the term of this Contract will maintain in place its own policies and procedures to ensure compliance with all Anti-Corruption Laws and which policies are consistent with the standard ISO 37001:2016 “Anti-bribery management systems, disclosure controls and procedures”;
 - (C) it will procure that any person who performs or has performed services for or on its behalf including Representatives (“Associated Persons”) in connection with this Contract complies with this clause;
 - (D) it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause;

- (E) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Contract and that are sufficient to ensure the proper authorisation, recording, and reporting of all transactions and to provide reasonable assurance that violations of the Anti-Corruption Laws will be prevented and detected;
 - (F) report to BGIS or to Brookfield Ethics Hotline as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by the Contractor from BGIS or any other person in connection with the performance of this Contract; and
 - (G) if the Contractor becomes aware of or has any reason to believe that any payment or transfer of anything of value, directly or indirectly, to a Government Official or any other person for the purpose of improperly obtaining or retaining business or securing any improper advantage has been made in relation to anything done in connection with this Contract, the Contractor will immediately advise BGIS by notice in writing, including the relevant circumstances (even if already advised through the Brookfield Ethics Hotline).
- (iv) Upon receipt of a notice in writing referred to in (iii)(G) above, BGIS has the right to conduct a reasonable investigation to verify compliance with the provisions of this clause. BGIS must cooperate fully with such investigation, including by the provision of access to personnel and documents.

- (d) **Mode of Business:** It is the intent of the parties that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This clause shall not, however, prohibit normal and customary business entertainment or the giving of promotional items bearing the corporate logo of the parties or which promote or relate to legitimate business provided such entertainment or promotional items are lawful, reasonable in the circumstances and are properly described in the books and records of the party.
- (e) **Rights of parties upon default:** If the Contractor breaches this clause then, in addition to its other rights, BGIS may terminate this Contract by written notice, first provided that it has given the Contractor 30 days' written notice of its intention to do so, during which time the Contractor may, if it is possible, remedy the breach.
- (f) **Impropriety and Fair Contracting:** By no later than 31 December of each year during the currency of this Contract (or at the reasonable request of BGIS), the Contractor will certify to BGIS in writing that:
- (i) it has not knowingly engaged in any activity with any staff member of BGIS that would be in breach of Anti-Corruption Laws;
 - (ii) it has complied with the Property Council of Australia's "Principles of Fair Contracting"; and
 - (iii) it has not and to its knowledge no other person including its Representatives, has made, offered to make or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind to or for the benefit of any Government Official or to any other person while knowing that all or some portion of the payment or thing of value will be offered, given, or promised to a Government Official or to any other person in order improperly to obtain or retain business or to secure any improper advantage in relation to anything done in connection with this Contract.
- (g) **Conflict of Interest:** The Contractor confirms that there is not and was not an actual or perceived conflict of interest when it submitted its quotation, proposal or in relation to when it will be performing the Services required by this Contract. If during the currency of this Contract an actual or perceived conflict of interest occurs, the Contractor must immediately notify BGIS and enter into good faith discussions in relation to whether the Contractor is able to continue to perform the Services to BGIS' satisfaction (acting reasonably).