



Standard Purchase Terms

Vic Mix Concrete Pty Ltd (ABN 56 669 886 720)

These are the Standard Purchase Terms referred to in the Purchase Order between Vic Mix Concrete Pty Ltd (ABN 56 669 886 720), trading as VIC MIX, or any of its wholly owned subsidiaries (**VIC MIX**) and the Supplier named on the Purchase Order (**Supplier**) (**the Purchase Order**).

Valid from August, 2025

1 Agreement

Unless otherwise agreed in writing, the agreement between the parties (**Agreement**) consists of the Purchase Order, these Standard Purchase Terms and any agreement in writing between the parties (which has priority over these Standard Purchase Terms to the extent of any inconsistency), but excluding any terms and conditions expressed in any document of the Supplier, unless VIC MIX has expressly accepted those terms and conditions in writing.

2 Acceptance

- (a) The Supplier is deemed to have accepted the Agreement upon acknowledgement of a Purchase Order or upon any supply pursuant to a Purchase Order, whichever occurs first.
- (b) In the case of any inconsistencies between these Standard Purchase Terms and a Purchase Order, the Purchase Order will prevail.

3 Price and Payment

3.1 Price

- (a) Each Purchase Order is placed on a firm price basis in accordance with the price(s) of the goods (**Goods**) and/or services specified in the Purchase Order (**Goods** or **Services**) and is not subject to any increase in price without the prior written agreement of VIC MIX.
- (b) The price(s) must include all costs payable by VIC MIX for the Goods or Services, including (where applicable):
 - (i) delivery charges to the destination stated on the Purchase Order (**Destination**), if delivery is specified on the Purchase Order;
 - (ii) the unloading of the Goods by the Supplier at the Destination, if delivery is specified on the Purchase Order;
 - (iii) any applicable taxes, duties, and fees payable;
 - (iv) insurance;

- (v) packaging; and
- (vi) the use or supply of pallets and containers.

3.2 Payment

- (a) The Supplier must provide monthly statements of account to VIC MIX and invoice VIC MIX promptly in respect of each delivery. VIC MIX will pay each invoice within 30 days after the end of the month in which the tax invoice is dated unless it notifies the Supplier of an error or a dispute in relation to the invoice or the Goods or Services supplied. Such notice will be given to the Supplier within a reasonable time after the error or dispute has been identified by VIC MIX and will detail the nature of the error or dispute. The Supplier will pay undisputed portion of the invoice. Within 21 days after receipt by the Supplier of the notification of the dispute the parties will meet to discuss and resolve the dispute.
- (b) The tax invoice must comply with Australian Tax Office requirements and identify:
 - (i) the Supplier's Australian Business Number; and
 - (ii) the GST for each component of the Goods or Services supplied pursuant to the Purchase Order.

3.3 Deductions

Without prejudice to other rights under the Agreement, VIC MIX may deduct from any amount which may be or become payable to the Supplier under the Agreement any amount due from the Supplier to VIC MIX.

4 Shipment and delivery

- (a) The Goods must be appropriately packed for shipment and shipped to the address specified on the Purchase Order in accordance with any shipping instructions issued by VIC MIX in conjunction with the Purchase Order.
- (b) All of the Goods specified in the Purchase Order must be delivered:
 - (i) in accordance with the Purchase Order;
 - (ii) on or before the delivery date specified on the Purchase Order;
 - (iii) to the delivery destination specified on the Purchase Order;
 - (iv) accompanied by a delivery note stating the date of issue, Supplier's details, the Goods delivered and the Purchase Order details;
 - (v) in good condition and without damage; and
 - (vi) with copies of all relevant engineering details, designs, evidence of compliance with applicable standards and other documentation reasonably requested by VIC MIX.
- (c) If the quantity of Goods received exceeds the amount ordered, unless VIC MIX wishes to retain the Goods on terms agreed with the Supplier, VIC MIX will return the excess at the Supplier's expense.
- (d) Delivery of Goods will not have occurred for the purposes of the Agreement, unless VIC MIX has acknowledged receipt of any Goods which are delivered.

5 Inspection and rejection

- (a) VIC MIX or its nominee may from time to time inspect all work in progress associated with the supply of Goods or Services.
 - (b) The purchase of the Goods is subject to inspection and approval (acting reasonably) by VIC MIX or its authorised representative within a reasonable time after delivery. Where any Goods are not in accordance with the Agreement, VIC MIX reserves the right to either require correction or replacement of such Goods or, where reasonable in the circumstances (including, without limitation, in the case of material or repeated non-conformances) VIC MIX may reject and return such Goods.
 - (c) Goods rejected will be held by VIC MIX at the Supplier's risk and cost, for no more than 60 days pending the Supplier's instructions (after which VIC MIX may return the defective Goods at the Supplier's cost).
 - (d) The Supplier must pay the cost to VIC MIX of rejecting and removing or returning any defective Goods to the Supplier.
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6 Title and risk

- (a) Title to and, subject to clause 5(c), all risk associated with the Goods will pass to VIC MIX on delivery of the Goods in accordance with the Agreement.
 - (b) The Goods are at the Supplier's risk until risk passes to VIC MIX in accordance with the Agreement.
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7 Insurance

- (a) The Supplier must take out and maintain at its own expense:
 - (i) a workers' compensation insurance policy;
 - (ii) a public liability insurance policy for not less than \$20 million in aggregate;
 - (iii) a product liability insurance policy for not less than \$10 million in aggregate (if Goods are supplied by the Supplier); and
 - (iv) if Services are supplied by the Supplier, a professional indemnity insurance policy for not less than \$5 million in aggregate.
 - (b) All insurance must be current during the period in which Goods or Services are supplied.
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8 Warranties

- (a) The Supplier warrants that:
 - (i) the Goods or Services are of merchantable quality and free from any defect of material or workmanship;
 - (ii) the Goods will comply with all specifications provided by VIC MIX;
 - (iii) any services are provided with due care and skill;
 - (iv) the Goods or Services are fit for the purpose for which goods or services of the same kind are commonly supplied and for any other purpose made known to the Supplier;
 - (v) where sold by sample, the Goods in bulk correspond with the sample in quality;
 - (vi) where sold by description, the Goods correspond with the description;

- (vii) the Goods carry any applicable manufacturer's warranty, which passes to VIC MIX or the customer of VIC MIX, and the Supplier will either assign to VIC MIX, or hold on trust for VIC MIX and VIC MIX's customer, the benefit of any applicable warranty or guarantee that the Supplier has received from any supplier of the Supplier;
 - (viii) the Goods are free from lien, charge, or any other encumbrance or security interest;
 - (ix) the Goods or Services do not infringe any patent, trademark, trade name, copyright or other property right of any third party; and
 - (x) it has obtained and will maintain all necessary licences, permits and consents that may be required in connection with the supply of the Goods or Services.
- (b) These warranties apply in addition to any warranties implied by law, and are not a waiver of any such implied warranties.
 - (c) These warranties (express or implied) survive delivery, inspection, acceptance and payment by VIC MIX.
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9 Intellectual Property

- (a) All specifications, drawings, and other intellectual property furnished by VIC MIX to the Supplier or developed by the Supplier for the purpose of a Purchase Order are confidential, must not be disclosed or furnished to any third party without VIC MIX's prior written consent, and remain the property of VIC MIX.
 - (b) Any equipment paid for by VIC MIX for use in the fulfilment of a Purchase Order remains the property of VIC MIX, must be clearly marked as the property of VIC MIX, must be surrendered to VIC MIX on demand, and must not be used for any purpose other than the fulfilment of a Purchase Order without the prior written consent of VIC MIX.
 - (c) The Supplier assigns to VIC MIX all intellectual property rights the Supplier may have in Goods manufactured using property or intellectual property of VIC MIX.
 - (d) The Supplier must not, without the prior written consent of VIC MIX, advertise or publish the fact that the Supplier has entered into, or is supplying Goods or Services under, this Agreement.
 - (e) The Supplier agrees to take all reasonable steps to ensure that its officers, employees, contractors and agents comply with the obligations set out in this clause.
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10 Confidentiality

- (a) The Supplier acknowledges that it may obtain knowledge of or access to proprietary and confidential information of VIC MIX, and agrees to keep such information strictly confidential and not to use that information for any purpose other than fulfilling a Purchase Order.
 - (b) Clause 10 survives delivery, inspection, acceptance and payment by VIC MIX.
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11 Cancellation

- (a) VIC MIX reserves the right to cancel a Purchase Order or any part thereof if the Supplier fails to deliver the full amount of all Goods or Services ordered in accordance with the Agreement or otherwise fails to fulfil the Purchase Order in any other particular and the failure is not remedied within a reasonable period of VIC MIX notifying the Supplier of the failure.

- (b) The Supplier releases VIC MIX from any and all claims against it in relation to cancellation of a Purchase Order under this clause except to the extent caused or contributed to by VIC MIX's negligence or unlawful act or omission.
 - (c) The Supplier must pay the cost to VIC MIX of removing or returning any Goods to the Supplier as a result of a cancellation under this clause.
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12 Termination

- (a) Without limitation to any other rights and remedies set out in the Agreement, if the Supplier or VIC MIX (**Breaching Party**) breaches or defaults in any of its material obligations under the Agreement, engages in any repeated breaches which when taken together constitute a material breach, or becomes insolvent or if a receiver, administrator, or other controller is appointed to the Breaching Party, then the other party may cancel the Purchase Order and the Agreement in whole or in part and shall have no continuing obligation to the Breaching Party. Where the Supplier claims that VIC MIX has failed to pay amounts due and payable under the Agreement, it will provide VIC MIX with written notice of the non-payment and provide VIC MIX with a reasonable opportunity to pay undisputed amounts. Termination of a Purchase Order or the Agreement will not affect the accrued rights and remedies of either party. Any terms that expressly or by implication continue after termination of the Purchase Order or Agreement will continue after termination.
 - (b) On termination of the Agreement, VIC MIX may remove, and the Supplier will give VIC MIX reasonable access and assistance to remove, any property of VIC MIX from the Supplier's facility.
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13 Indemnities

- (a) The Supplier agrees to indemnify and hold harmless VIC MIX in respect of all claims, losses and expenses in connection with the use of the Goods or Services by VIC MIX or any of its customers, or any other acts or omissions of the Supplier in connection with its obligations under the Agreement. The Supplier's liability to indemnify VIC MIX is reduced proportionally to the extent that VIC MIX has contributed to the claims, losses or expenses.
 - (b) Clause 13 survives delivery, inspection, acceptance and payment by VIC MIX.
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14 Compliance

14.1 Practices and Procedures

The Supplier must comply, and warrants that it is aware of and complies, with VIC MIX's Policies and Procedures and ensure that each of its employees, agents and sub-suppliers (**Personnel**) also comply. VIC MIX reserves the right to monitor and/or audit the Supplier's compliance with VIC MIX's Policies and Procedures. "**VIC MIX's Policies and Procedures**" are:

- (a) VIC MIX's latest procurement policies and procedures, including the Supplier Code of Conduct, copies of which are available at:
<https://www.vicmix.com.au/integrity-line>
- (b) The VIC MIX Safety, Health and Environmental (SHE) Contractor Management Handbook and VIC MIX's Health and Safety policies, copies of which are available at:

<https://www.vicmix.com.au/technical-centre/safety>

<https://www.vicmix.com.au/latest-news/safety-measures-when-it-comes-to-concrete>

14.2 Compliance with Anti-Bribery and Corruption Legislation

It is expressly understood and acknowledged by the Supplier that VIC MIX has a policy of “zero tolerance” when it comes to corruption and bribery. Each party represents and warrants that it is knowledgeable about, and will comply with, all anti-corruption, anti-bribery, anti-trust and anti-money laundering laws and other criminal laws, rules and regulations applicable to the performance of this Agreement.

The Supplier warrants to VIC MIX that it has not made or offered to make, nor will it make or offer to make, any payment or transfer of money or anything of value to any Personnel of VIC MIX, to any state officials or representatives, state employees, officials or employees of any national or local authority or to any employees or representatives of any undertaking, company or enterprise, irrespective of whether operated or owned or financed by private or public entities or funds, to secure an improper advantage or benefit in relation to the matters contemplated by this Agreement.

The Supplier must establish and maintain appropriate anti-bribery and corruption policies, procedures and precautions.

The Supplier acknowledges and agrees that any breach of this clause 14.2 by the Supplier is deemed a material breach entitling VIC MIX to terminate the Agreement at any time with immediate effect.

15 Modern Slavery

- (a) In performing its obligations under this Agreement, the Supplier shall and shall ensure that each of its subcontractors (where such subcontracting is permitted pursuant to this Agreement) shall:
- (i) comply with the Modern Slavery Act 2018 (Cth) and any other legislation regulating modern slavery in Australia;
 - (ii) take all reasonable steps to ensure there is no modern slavery in the Supplier's or its subcontractors supply chains or in any part of their business. For the purposes of this clause, modern slavery includes slavery, servitude, child labour, forced labour, human trafficking, debt bondage and slavery like practices;
 - (iii) implement due diligence procedures for its own suppliers and subcontractors to ensure that there is no modern slavery in its supply chains;
 - (iv) notify VIC MIX as soon as it becomes aware of any actual or suspected modern slavery in a supply chain which has a connection with this Agreement;
 - (v) prepare and deliver to VIC MIX an annual modern slavery statement setting out the steps it has taken to ensure modern slavery is not taking place in any of its supply chains or in any part of its business. Without limitation to the foregoing, the Supplier will provide VIC MIX with such other information regarding compliance with this clause as it reasonably requires from time to time; and
 - (vi) permit VIC MIX to audit the Supplier's compliance with this clause.

16 Notices

A communication under the Agreement is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address or fax number.

17 General provisions

- (a) The Supplier may not assign, delegate or subcontract the Agreement or any part of it without the prior written consent of VIC MIX.
- (b) No waiver of a right or remedy under the Agreement is effective unless in writing and signed by VIC MIX, and shall not constitute a waiver of any other right or remedy under, or condition of, the Agreement.
- (c) The Agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the jurisdiction of the courts of New South Wales.
- (d) The Agreement may not be modified except with the written agreement of VIC MIX. No local, general, or other trade customs will be applied to alter the terms of the Agreement.
- (e) The consent of VIC MIX to anything under the Agreement may be withheld in VIC MIX's absolute discretion.
- (f) The Supplier must notify VIC MIX within 7 days of any change of more than 50% in the beneficial ownership or control of the Supplier.
- (g) Any term of the Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of the Agreement is not affected.