



TERMS & CONDITIONS FOR SUPPLY OF DELIVERABLES

The following terms and conditions apply where Village Roadshow group of companies, excluding Village Roadshow Theme Parks entities, purchases Deliverables from the Supplier.

1. Definitions and Interpretation

For the purposes of these terms and conditions and unless the context otherwise indicates:

"Agreement" means the agreement between us and the Supplier formed in accordance with clause 3, constituted by the Supplier's quote (if any), the Purchase Order and these Terms and Conditions.

"Deliverables" means goods, services or goods and services.

"GST" means the tax imposed or to be imposed under *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any related imposition Acts of the Commonwealth, or any Act in substitute for them.

"Modern Slavery" has the same meaning as defined in the *Modern Slavery Act 2018*

"Personnel" means officers, employees, agents and contractors (including their employees and contractors).

"Personal Information" has the same meaning as defined under the *Privacy Act 1988*.

"Purchase Order" means that document marked as such and issued by us whereon are included an order number, name of the Supplier and details of the quantity, description and price of the Deliverables together with the delivery date, delivery instructions and delivery address as applicable.

"Supplier" means the person, firm or corporation identified as such in the Purchase Order.

"we", "us" or "our" means the Village Roadshow entity identified on the Purchase Order.

2. Quotation not binding

Any quotation for the Deliverables given by the Supplier to us will not bind us unless accepted by us. All prices included in a quotation will be fixed and include all applicable levies, taxes (including GST), duties, insurance, delivery and packing costs.

3. Agreement

Unless otherwise agreed, this Agreement is deemed to be entered into when the Supplier accepts any Purchase Order from us. If the Supplier has entered into a more detailed supply agreement with the Customer the terms of the detailed supply agreement will prevail. These Terms and Conditions will prevail to the extent of any inconsistency with any documentation provided by the Supplier to us. If Supplier (or any authorised representative of the Supplier) purports to impose upon us or incorporate into this agreement any additional or varied terms by any means, including in Supplier's delivery documentation, then such terms will be null and void and of no force or effect.

4. Term

Each Agreement commences on the date of the relevant Purchase Order or another date agreed between the parties and continues (subject to earlier termination) until the parties have performed all of their obligations under the Agreement.

We may terminate this Agreement for convenience giving 30 days notice in writing to the Supplier.

5. Confidentiality

All information supplied by us to the Supplier prior to entering into this Agreement or forming part of this Agreement is deemed to be confidential and must not be disclosed by the Supplier to any other person unless required by law.

6. Variation

The terms of this Agreement may not be varied except in writing signed by both parties.

7. Compliance

The Supplier must provide the Deliverables in accordance with the specifications set out in the Purchase Order, Supplier Code of Conduct and must carry out its obligations under this Agreement with due care and skill and in accordance with our reasonable directions and all applicable laws governing this Agreement.

8. Price

We may agree to vary the prices payable for the Deliverables provided the Supplier gives us not less than one (1) month's prior written notice. We are not obliged to consider or accept such request or any retrospective claims. Any variation to the prices will only become effective one (1) month after acceptance by us.

9. Delivery and Acceptance

9.1. The delivery date specified in the Purchase Order must be strictly adhered to and time will be deemed to be of the essence. If the Deliverables are not provided on time then we may (at our sole discretion):

- (a) reject the Deliverables and hold at the Supplier's risk for the Supplier's instructions or return the Deliverables at the Supplier's expense; or
- (b) terminate this Agreement and any Purchase Order not yet fulfilled. Any monies paid by us on account of the Deliverables will be immediately refunded in full and we will be released from any further obligation or liability.

9.2. If provision of the Deliverables is delayed by any cause beyond the Supplier's reasonable control and the Supplier immediately notifies us, a reasonable extension of time may be granted by us to supply the Deliverables, unless we advise the Supplier that we have to purchase like Deliverables from another supplier during this period due to the quantity of the Deliverables in our control.

9.3. If no delivery date is specified in the Purchase Order, the Supplier must (upon receipt of the Purchase Order) inform us as to its estimated delivery date and if agreed the estimated date will be deemed the delivery date. The purchase order may be terminated if no delivery date is agreed.

9.4. Where the quantity of Deliverables supplied is greater than the amount specified in the Purchase Order we may return any excess quantities to the Supplier at the Supplier's expense.

9.5. Signing a delivery document or payment for the Deliverables will not mean that we have accepted the quality or quantity of the Deliverables. Deliverables are subject to inspection within a reasonable time after delivery and approval by us. If the Deliverables are deemed to not comply with this Agreement we may reject any Deliverables where we may:

- (a) hold at the Supplier's risk for the Supplier's instructions any Deliverables so rejected; or
- (b) return them to the Supplier at the Supplier's expense and risk and not process for payment any invoices for such Deliverables.

9.6. No inspection, approval or receipt will relieve the Supplier of any of its obligations under this Agreement.

10. Invoicing and Documentation

10.1. All Deliverables must be provided with a valid tax invoice stating the following details:

- date invoice generated;
- Purchase Order number;
- invoice number;
- your company ABN
- your bank details



- full particulars of the Deliverables supplied, including quantity, unit cost and total amount due;
 - any applicable freight or other charges separately itemised; and
 - any tax included in each goods or service, separately itemised.
 - dollar value matches that of the Purchase Order
 - the entity invoiced matches the procuring/contracting entity, as provided on the Purchase Order if applicable
 - Credit adjustments must be provided as one credit per invoice
- 10.2. In order to be accepted as a valid invoice, all invoices are to be in PDF format, one invoice per PDF document, and to be emailed directly to accounts_payable@vrl.com.au or invoices@vrl.com.au (“**Accounts Payable Inboxes**”).
- 10.3. The Receipt Date is the date the invoice is received in one of the Accounts Payable Inboxes. Invoices received after 5:00pm AEST will be deemed received on the next business day.

11. Transportation and Packing

The Supplier will pack the Deliverables in accordance with any requirements specified in the Purchase Order or a manner suitable for transportation to ensure undamaged and safe delivery to address set out in the Purchase Order.

12. Terms of Payment

- 12.1. We will pay correctly completed tax invoices (less any amounts due to us from the Supplier) based on 30 day payment terms from the invoice date. The Supplier must ensure that any invoice or other request or demand for payment constitutes a valid tax invoice which will enable us to claim tax credits in respect of the supply of the Deliverables. Where required to do so by the relevant legislation or regulation, we may deduct taxes from such payments to the Supplier except where the Supplier can provide evidence by the relevant legislation of an exemption from, or rate variation of, such taxes.
- 12.2. Payment will be made to the Supplier by Electronic Transfer (EFT) only. The Supplier agrees to provide us with all information required to enable EFT to enable an EFT payment to be made.
- 12.3. If the Supplier offers a discount for payment within a certain period, that period will not commence until the Receipt Date of the Supplier's invoice.
- 12.4. We may set off against any amounts we are due to pay to the Supplier all or any part of any moneys due or which may become due by the Supplier to us by way of guarantee, indemnity or otherwise.
- 12.5. The terms of payment may only be varied by mutual consent in writing.

13. Warranties

- 13.1. The Supplier must provide to us or hold for our benefit any warranty offered by a manufacturer in respect of the Deliverables and if we require, produce written evidence of any such manufacturer's warranty and our entitlement under it.
- 13.2. Supplier warrants that:
- (a) Deliverables will conform to all the requirements of this Agreement including the specifications in the Purchase Order;
 - (b) be new, safe, of good and acceptable quality and fit for the purpose for which they are required, intended or commonly supplied, free from any charge or encumbrance and not infringe any third party rights;
 - (c) conform to their description, applicable specifications, all relevant Australian Standards and the requirements of this Agreement; and

- (d) be free of defects in design, materials and workmanship and acceptable in appearance and finish.
 - (e) it has reviewed its labour practices, and those of its suppliers to assess, take action and report any Modern Slavery risks used anywhere in the Supplier's business.
- 13.3. These warranties are in addition to any other warranties or service guarantees given by the Supplier or implied by law.
- 13.4. Where the Deliverables comprise services the Supplier warrants and guarantees that the services will be rendered with due care and skill.
- 13.5. If the Supplier becomes aware or we notify the Supplier that the Deliverables in whole or in part fail to comply with the warranties given under this Agreement, the Supplier must, without prejudice to any other rights of us, promptly (at our option):
- (a) remedy that failure (including replacing or resupplying the Deliverables);
 - (b) provide to us a full refund of the price paid for the Deliverables; or
 - (c) deduct in accordance with our directions the price paid for the Deliverables from any amounts owing to the Supplier.

14. Indemnity

The Supplier indemnifies us and our Personnel from and against all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against us) that any of those indemnified may sustain or incur as a result, whether directly or indirectly, of:

- (a) a claim that the goods or the materials used in the Deliverables breaches an obligation of confidence or infringes the intellectual property rights (including, without limitation, any patent, trademark, copyright or registered design) of any person, regardless of where such claim arises;
- (b) any negligent or unlawful act or omission or wilful misconduct of the Supplier or its Personnel in connection with this Agreement; or
- (c) without limiting paragraph (b), any act or omission of the Supplier or its Personnel in connection with this Agreement resulting in or contributing to death, personal injury or loss of or damage to property.

15. Insurance

- 15.1. Subject to clause 13, the Supplier must comply with the following insurance requirements as applicable to the Deliverables being provided:
- (a) public and product liability insurance covering us, the Supplier and its Personnel against any liability to any party arising out of or in connection with this
 - (b) Agreement for an insured amount of not less than A\$20 million per accident or incident claim and for ocean and in land transit insurance for the repair and replacement of the goods during the period they are at the Supplier's risk;
 - (c) Professional Indemnity insurance covering the Supplier for any claim against it by any person (including us) for any actual or alleged fault or negligence by the Supplier or its Personnel in carrying out the Supplier's obligations under this Agreement for an insured amount of not less than \$20 million per occurrence. This policy must be maintained for 6 years after the termination or expiry of this Agreement; and
 - (d) workers compensation insurance covering the Supplier for any claim against it by any person employed by the Supplier who provides services in relation to this Agreement (and ensure that each of its other Personnel have similar insurance) for an amount necessary to cover any liability under statute or at common law.
- 15.2. The Supplier will ensure that their respective insurances are annually updated and will supply to us immediately on request certificates of currency of insurance, including, but not limited to, proof of payment of premiums.



16. Title and Risk of Loss or Damage

- 16.1. The Supplier warrants that the Deliverables purchased are free and clear of all liens and encumbrances and that the Supplier has good and marketable title to same. Title to the Deliverables will pass upon payment in full by us.
- 16.2. The Supplier will bear the risk of loss or damage to:
- (a) the Deliverables (if goods) until the Deliverables are paid for in accordance with this Agreement; and to
 - (b) the Deliverables (if items are to be serviced) from the time of receipt by Supplier of the items to be serviced until they are delivered in accordance with this Agreement.
- 16.3. Where part payment for any Deliverables is made by us, the title to and property in the partly completed or completed Deliverables, including materials or parts to be used in the manufacture will pass to us. Risk of loss or damage will remain with the Supplier.

17. Intellectual Property Rights

Supplier acknowledges and agrees that:

- (a) we (or a third party supplier to us) owns all intellectual property rights in and to any materials provided to Supplier by or on behalf of us ("Pre-existing Materials").
- (b) it is permitted to use Pre-existing Materials only to the extent necessary for the provision of the Deliverables. Supplier must return all Pre-existing Materials to us when no longer required by Supplier for such purposes or on demand by us.
- (c) all intellectual property rights developed by Supplier under or in connection with this agreement or the
- (d) provision of the Deliverables vests immediately in us upon its creation. Supplier hereby irrevocably and unconditionally assigns us all such intellectual property rights.

18. Assignment and Subcontracting

- 18.1. The Supplier may not assign this Agreement or subcontract any part of it without our prior written consent.
- 18.2. The Supplier may engage such employees and agents and, subject to our prior consent, subcontractors ("Supplier Personnel") as it requires to provide the Deliverables and must in relation to them, ensure that:
- (a) all remuneration payable to Supplier Personnel is paid in compliance with applicable laws, awards and enterprise bargaining agreements, including payment of overtime and penalty rates where applicable; and
 - (b) each Supplier Personnel, in providing the Deliverables, would not be an illegal worker.
- 18.3. When we request in writing, the Supplier must provide evidence within 14 days that it has complied or is complying with any obligation of this clause 18.

19. Advertising

The Supplier will seek our written consent to advertise or publish the fact the Supplier has contracted with us for the supply of the Deliverables.

20. Gratuity

The Supplier must not make an offer of payment, discount, rebate offer, gift, intangible benefit or other tangible benefit to any of our Personnel or any related body corporate (as defined in the *Corporations Act 2001*).

21. Applicable law

This Agreement will be governed by and construed in accordance with the laws of the State of Victoria.

22. Cancellation

We may cancel or reduce the quantity of Deliverables ordered in any Purchase Order by reasonable notice to the Supplier prior to delivery and we will not be liable for any amounts or expenses for the cancelled Deliverables.

23. Workplace Health and Safety Issues

The Supplier must:

- (a) comply with all obligations imposed on it by law including any relevant workplace health and safety legislation;
- (b) when using our premises or any facilities occupied or utilised by us, comply with all our directions, procedures and policies from time to time relating to occupational health and safety, security or otherwise in relation to the use of and access to our premises or in regard to any facilities on our premises;
- (c) ensure that:
 - (i) no injury or damage is caused to persons or property; and
 - (ii) no trespass to property is committed, arising out of or in connection with this Agreement, by it or any of its Personnel;
- (d) where chemicals are included in or used in connection with the supply of the Deliverables, the Supplier must provide to us in respect of each chemical product a material safety data sheet; and
- (e) where appropriate, supply adequate health and safety information concerning any goods included in or used in connection with the Deliverables and ensure that the goods will be safe when properly used, supplied, maintained and stored and at all times keep us informed of all relevant information which becomes known to the Supplier concerning the use, supply, maintenance and storing of any such goods.

24. Whistleblower Policy

The Supplier may choose to make a protected disclosure under the Customer's whistleblower policy. Such a protected disclosure will be forwarded, when there is reasonable evidence to conclude that a violation is possible or has taken place, with a covering letter, which will bear the identity of the whistleblower. The Customer will ensure protection to the whistleblower under the policy.

25. Privacy

The Supplier agrees to comply with the obligations placed upon organisations by *the Privacy Act 1988* and to indemnify us in respect of any loss, damage, claim or penalty suffered due to default by the Supplier. The Supplier agrees to use any Personal Information regarding us or our Personnel or which may come to the Supplier's knowledge in the course of carrying out its obligations under this Agreement, solely for the purposes of this Agreement and must not disclose such Personal Information without our prior written consent. The Supplier must keep the Personal Information secure and immediately return it (together with any copies made) upon demand. In any instance where Personal Information held by a Supplier is compromised (**Incident**) and there is a real risk of serious harm to an individual as a result of the Incident, the Supplier must immediately notify us of the nature of the Incident and all information requested by us in relation to the Incident.