

Redflex Traffic Systems Terms and Conditions of Purchase Order

1. **Agreement Documents:** The purchase order (PO) and these Terms and Conditions of Purchase Order are the complete agreement between Buyer and Seller. Additional provisions contained in any attachment shall apply in addition to and shall take precedence over provisions set forth herein. No other document, including Seller's proposal, quotation or acknowledgement forms shall be part of this agreement, even if referred to, unless specifically agreed to by Buyer in writing. No right that Buyer has regarding this PO may be waived or modified except in writing by Buyer.
2. **Terms of Payment:** Terms of payment and discount arrangements agreed upon must appear in this PO. Calculations shall be from the date Buyer receives an acceptable invoice. Service Contractors must ensure that they have been assigned a Contract Controller and approved status to ensure prompt payment.
3. **Packages:** Packages/shipping documents **must** bear Buyer's PO number, line item number and show quantity or gross and net weights.
4. **Transportation:** Routing – As indicated in Transportation Routing Guidelines in this PO. F.O.B. – unless otherwise specified, ship collect F.O.B. origin; Prepaid Transportation (when specified) – Charges must be supported by a paid freight bill or equivalent; Cartage/Premium Transportation/Insurance – No charge allowed unless authorised by Buyer; Consolidation – Unless otherwise instructed, consolidate all daily shipments to one destination on one bill of lading.
5. **Seller Performance:** In addition to any rights arising under Law, if Seller fails to perform in time in accordance with contract requirements, Buyer may, unless Seller's delay was due to unforeseeable causes beyond its control and without its fault or negligence, charge Seller with all losses incurred. Buyer reserves the right to purchase elsewhere.
6. **Inspection of Goods:** Buyer may inspect the goods within a reasonable time after delivery. Buyer may return nonconforming goods to Seller at Seller's risk and expense. Payment shall not constitute an acceptance of the goods nor impair Buyer's right to inspect or any of its remedies.
7. **Compliance with Laws and Regulations:** Seller shall submit all certificates required by Buyer under this PO and shall at all times, at its own expenses, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations. The Seller shall supply plant or substance, as far as practicable, free of risks to health if used for the intended purpose. On supply of plant or substance, or on request, adequate information necessary to ensure the plant or substance is used in a safe manner for which it was designed, manufactured or supplied. In accordance with Duties of designers, manufactures and supplies of plant and substance,
8. **Taxes:** Seller shall pay all sales and use taxes, including personal property taxes, if any, unless otherwise agreed in writing.
9. **Price:** If price is not stated in this PO Seller agrees that the rates and charges under this PO shall not exceed those offered to others for similar work, services or products. Total invoices for this order must not exceed the value of this order. Any additional invoices will be returned unaccepted. Should the cost of the ordered items exceed the value of this order, then Redflex will submit an additional order.
10. **Reservation of Rights:** Buyer's failure to enforce at any time or for any period any one or more of the terms of this PO shall not be a waiver of them or of Buyer's right to enforce all terms and conditions of this PO. If any provision of this PO is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
11. **Notification of Conflicts:** The Seller shall notify the Buyer immediately, in writing, of any conflicts (obvious, apparent or potential) between any of the documents specified herein. Recommendations for correction or resolution of conflict shall accompany such notification. Correction and/or clarification of any of the documents specified herein shall be done between the parties in writing, and no implementation of such action, resolution, clarification or interpretation shall be accomplished without Buyer's written authorization.
12. **Buyer Furnished Data and Materials:** All data and materials furnished by Buyer to seller under this PO including drawings, specifications and written information and Buyer-owned parts and/or Buyer-owned tools and equipment shall be used solely for the work to be performed under this PO. Seller shall repair and maintain all tools at their own expense unless agreed to otherwise. Seller agrees to promptly return all such data and materials upon completion of the work or termination of this PO. Seller agrees to return all materials in the same condition as delivered to Seller, reasonable wear and tear excepted.
13. **Notice of Delay:** Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this PO. Such notice shall, at a minimum, describe the cause, effect, duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to the Buyer of all changes to such conditions.
14. **Publicity:** Seller shall not, without first obtaining Buyer's prior written consent, advertise or otherwise disclose or publish the fact that Seller has furnished or agreed to furnish goods or services to buyer under this PO. The Seller further agrees to include this or an equivalent provision in any subcontract awarded as a result of this PO.
15. **Confidential Information:** Seller shall not at any time, even after the expiration or termination of this PO, use or disclose to any person for any purpose other than to perform this PO any information it received, directly or indirectly from Buyer in connection with this PO except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.
Seller shall not disclose to Buyer any information that it deems to be confidential or proprietary, and it is understood that no information received by buyer, including manuals, drawings and documents, will be of a confidential nature or restrict in any manner the use or disclosure of such information by Buyer. Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of the Buyer.
16. **Patents and Copyrights:** Seller shall settle or defend, at its expense, and pay all finally awarded costs, fines, attorney fees and damages (including royalties for semiconductor chip products), resulting from all proceedings or claims against Buyer, its parent, subsidiaries and affiliates and their respective customers, for infringement by the goods furnished under this PO or by any use thereof, of patents (including utility models and registered designs), copyrights and protection provided for semiconductor chip products (or similar intellectual property rights), now hereafter existing in the United States and any other country where Seller, its subsidiaries or affiliates have furnished or furnish similar goods. Seller shall notify Buyer if Seller is or becomes aware of any right of, or protection accorded to a third party as set forth above that might affect Seller's ability to provide goods under this PO, or limit Buyer's freedom to use or sell such goods anywhere in the world.
17. **Export of Technical Data:** Seller shall not, nor shall Seller authorize or permit its employees, agents or subcontractors to disclose, export or re-export any Buyer information, or any process, product or service that is produced under this PO without prior notification to Buyer and complying with all applicable Federal, State and local laws, regulations and ordinances.
18. **Indemnity:** Seller shall indemnify and defend Buyer against all claims, demands, actions, suits or causes of action arising from any act or omission of Seller, its agents, subcontractors or employees in the performance of any of its obligations under this PO.
19. **Independent Contractor:** Contractor and the employees of the contractor shall only be classified as employees of RTS with respect to OHS Act 2004 (VIC) Section 21(3) in I performance rendered under this PO. Neither Contractor nor any employee of Contractor shall be considered an employee or agent of RTS for any other purpose (Trade Practices Act 1974). Seller and its employees shall have no authority to bind or make commitments on behalf of Buyer for any purpose and shall not hold itself or themselves out as having such authority. Seller assumes full responsibility for its actions and the actions of its personnel. Seller shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel. The Buyer assumes its legal responsibilities for the acts of the engaged contractor (Seller) and of all its contractors as per OHS Act 2004 (VIC) section 21 (3), deeming clauses for designers, manufacturers, and suppliers.
20. **Assignment:** Seller may not assign this PO without Buyer's specific written permission. Any attempt by Seller to assign any of the rights, duties or obligations under this PO is void.
21. **Subcontracting:** Seller shall not subcontract the work to be performed under this PO without Buyer's consent in writing, but Seller may purchase goods it normally purchases to perform the work.
22. **Disputes:** Any dispute under this PO which is not settled by agreement of the parties may be settled by appropriate legal or equitable proceedings before any court of competent jurisdiction. It is understood and agreed that if any such dispute is litigated, it shall be for the purpose of obtaining a judicial determination of the question of law and/or fact, which is fair and reasonable; provided, further, that pending resolution of any such dispute by settlement or final judgement (including disputes not yet in litigation). Seller shall proceed in accordance with Buyer's written directions.
23. **Termination:** Buyer may terminate this PO for convenience upon thirty (30) days written notice to Seller. Termination for default may be exercised by Buyer immediately without notice.