



DELTA ELECTRICITY STANDARD TERMS AND CONDITIONS FOR GOODS

Clause (A) Lodging Quotations - Completed Quotation Forms with attachments (if any) shall be sealed in an envelope or other appropriate sealed cover endorsed with the Quotation Number and Closing Date and placed in the Quotation and Tender Receptacle located in the Tender Facility, Vales Point Power Station, Vales Road, Mannering Park on or before the closing date specified or be posted so as to reach the Secretary before the closing time. Facsimile quotations must contain sufficient detail to identify the Quotation Number, the Works and price(s) quoted and must be received before closing time.

Any Quotation (including comments and departures) which is not lodged in the Quotation and Tender Receptacle by the prescribed time and date will be deemed "Post Tender" and will be excluded from consideration.

After the closing date for the submission of Quotations, Sunset Power reserves the right to contact Tenderers and seek additional information for the purpose of clarification of any matter contained in the Quotation. This right is not mutual. Any unsolicited information submitted by Tenderers after the closing date for submission of Quotations, either by way of clarification or amendment of a Quotation will not be considered.

Clause (B) Samples - All samples submitted shall be clearly labelled with the description of the sample, the name of the Tenderer and the Quotation No to which the sample refers.

Clause (C) Packing - The quoted price shall include the cost of suitable packing. If any sum is refundable on the return of a container, details of the refund are to be stated in the Tenderer's offer.

Clause (D) Irregular Quotations - The Tenderer shall submit offers which are fully in compliance with the requirements of this Quotation Form including these Conditions of Quoting, the Principal's Conditions of Order and the documents referred to under the heading "Particulars" in the Quotation Form. The Tenderer is therefore discouraged from including Conditions of Sale or other documents that include commercial departures or add special conditions to the Principal's Conditions of Order. The Tenderer submitting such documents shall be requested to withdraw them and failure by the Tenderer to do so may result in the quotation being excluded from further consideration.

Clause (E) Alternative Quotations - The Tenderer is permitted to submit alternative offers and shall state specifically in what respect each alternative is not in compliance with the documents referred to in Clause B above and any advantage to the Principal which the Tenderer's opinion is likely to be derived therefrom. Except in the respects so stated, the alternative offer shall be deemed to comply with the abovementioned documents. The Tenderer shall state a separate price for each alternative proposed.

Clause (F) Acceptance of Quotation - The Principal shall indicate acceptance of a quotation by issue of a Purchase Order to establish a binding Contract. The Principal is not bound to accept the lowest quotation and shall not be in any circumstances responsible for any costs incurred by a Tenderer in preparing and submitting a quotation. The receipt of a conforming quotation will not be taken to create a binding contract between the Principal and the Tenderer. The Principal reserves the right to accept a quotation on an item by item basis.

Clause (G) Base Date - Quotations shall be based upon the costs and prices ruling on the fifth Bank trading day prior to the final closing time of quotations.

Clause (H) Precedence of Documents - Statements on the face of the Quotation Form or in the Specification Form or in any other document issued by the Principal with the Quotation Form which is inconsistent with a provision in the Conditions of Order shall prevail over such provision.

CONDITIONS OF ORDER

Clause (1) Legal Construction - The Contract established by the issue of the Principal's Purchase Order shall be deemed to have been made in the State of New South Wales. Titles, clauses or paragraph headings in any document forming party of the Contract shall not affect the construction thereof.



Clause (2) Glossary of Terms

“Principal” means Sunset Power

Clause (3) Goods to be New - All goods supplied pursuant to the Contract shall be new and unused.

Clause (4) Lodgement of Invoices and Place of Payment – Australian Tax Office compliant Tax Invoices should be lodged in the name of Sunset Power with the Finance Officer of the power station to which the order refers. However, payments pursuant to the Contract will be made at the office of the Principal or at the option of the Principal by cheque drawn on a bank in New South Wales and posted to the Contractor at the business address last known to the Principal. Where advantage is taken of Electronic Funds Transfer the payment will be remitted to a nominated bank account of the Contractor.

Clause (5) Terms of Payments - Except where advantage is taken of the Settlement Discount, payment will be made by the Principal not later than the end of the month following the month in which a Tax Invoice for goods supplied is received by the Principal from the Contractor after delivery of the goods or part delivery in a quantity acceptable to the Principal.

Clause (6) Responsibility for the Principal's Property- All goods delivered by the Principal to the Contractor for the purposes of the Contract shall be returned to the Principal in good order and condition after the work to be done thereon or in relation thereto has been done. The Contractor shall be responsible for any loss or destruction of or damage to any such goods which may occur whilst the goods are under the Contractor's control.

Clause (7) Rejection – Notwithstanding Clauses 5 and 10 within reasonable time after the delivery of any goods the Principal may reject the same where they are not in accordance with the Contract. Such defective goods shall, subject to any lien thereon which the Principal may have in the circumstances, be removed by the Contractor from the premises of the Principal at own expense. If the Principal has not exercised its right of cancellation under Clause 8, such goods shall be replaced by goods which are in accordance with the Contract.

Clause (8) Cancellation - Without prejudice to the Principal's rights of cancellation under any other provision of the Contract express or implied or by virtue of the Common Law, if the Contractor fails to comply with his obligations under the Contract in relation to the delivery of goods which are to be supplied under the Contract, then the Principal shall be at liberty to cancel the Contract and such cancellation shall be without prejudice to the Principal's rights arising out of an antecedent breach of Contract including the right to be reimbursed by the Contractor for any additional costs incurred in obtaining the Principal's requirements from another source of supply. The Principal shall not exercise right of cancellation without giving consideration to the causes of the Contractor's failure to comply with obligations under the Contract provided the Contractor forthwith, after the occurrence of such failure, requests the Principal to give consideration to the causes and furnishes to the Principal particulars thereof.

Clause (9) Patents - The Contractor shall pay all royalties and expenses, and be liable for all claims, in respect of the use of patent rights, trade marks, or other projected rights, for or in connection with any Goods, or the use of any goods, supplied under the Contract, and shall indemnify the Principal against any claims arising therefrom. The Principal shall indemnify the Contractor against claims arising from infringement of patent rights where such infringement results from compliance, by the Contractor, with the Principal's instructions in relation to designs prepared by the Principal.

Clause (10) Risk and Property - The risk and property in any goods that are supplied under the Contract shall pass upon the goods being unloaded at the Delivery Point unless the Principal by the Contract is responsible for the work of unloading in which case the risk and property shall pass to the Principal upon delivery of the goods to the Delivery Point and upon their being made ready by the Contractor for unloading by the Principal.

Clause (11) Country of Manufacture - The Country of Manufacture of any goods shall not be changed from that stated in the Contract without the approval in writing of the Principal.

Clause (12) Maintenance - Where a defect in or damage to the goods supplied occurs by reason of faulty materials, workmanship or design and becomes apparent within 12 months after the goods are delivered to the Delivery Point, the Contractor shall, when called upon by the Principal, at the Contractor's own expense and with all due diligence replace at the Deliver Point the defective or damaged goods with goods complying with the requirements of the Contract or otherwise make good the damage or defect so that the goods will comply with the requirements of the Contract.



If the Contractor fails to do anything which by this Clause the Contractor is required to do, the Principal may proceed to do the thing at the Contractor's risk and expense but without prejudice to any other rights which the Principal may have against the Contractor arising out of such failure on the part of the Contractor.

The Contractor shall not be responsible for any defects or damage arising out of faulty materials, workmanship or design provided by the Principal or arising out of improper usage by the Principal.

If it becomes necessary for the Contractor to replace, renew, repair, modify or otherwise make good any damaged or defective goods the provisions of this clause shall apply as if it had been the subject matter of the Contract in the first place.

Clause (13) Assignment of Contract - The Principal or the Contractor shall not without the written approval of the other and except on such terms and conditions as are determined in writing by the other, assign the Contract or any payment thereunder.

Clause (14) Arbitration - If at any time any question, dispute, difference or any failure to agree in respect of a matter which by the Contract agreement is required, shall arise between the Principal and the Contractor upon or in relation to or in connection with the Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute, difference or failure to agree and the same shall be referred to the arbitration of a person to be mutually agreed upon, or, failing agreement, to some person nominated by the Principal for the time being of the Institute of Arbitrators, Australia, such nominee not being an employee of the Principal or of the Contractor. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts of the State of New South Wales.

Clause (15) Goods and Services Tax - All prices quoted are to be exclusive of GST.

The Contractor shall have the right to recover from the Principal an amount additional to the contract price to take account of the GST, such amount to be calculated in accordance with the GST Legislation and to be included on the Contractor's Tax Invoice.

The Contractor must be registered with the ATO for GST purposes and must use ATO compliant Tax Invoices which clearly show the base value of goods or services supplied the GST payable and the total amount payable including GST.

Clause (16) Waste Minimisation - Sunset Power is committed to reducing waste in its operations. A policy of minimising waste through the purchasing process is being implemented to ensure that the principles of ecologically sustainable development are achieved in accordance with the Waste Avoidance and Resource Recovery Act 2001.

The successful tenderer shall be required to nominate recommended techniques for the disposal of the packaging in which items are supplied and for the disposal of used products (where appropriate).

Subject to Clause (3), the tenderer shall provide with their offer details of any products that contain any recycled content, if applicable.

Clause (17) Asbestos – No equipment or materials will be accepted that have asbestos bearing materials. Equipment that is procured from overseas is to have an asbestos free consignment note attached to the goods delivered.