

COLES GROUP
PURCHASE ORDER TERMS AND CONDITIONS
GOODS NOT FOR RESALE AND SERVICES

1. ORDERS FOR THE SUPPLY OF GOODS AND SERVICES

- 1.1 We will communicate an offer to acquire Goods and/or Services from You via the Ariba Network in the form of a Purchase Order.
- 1.2 Upon receiving a Purchase Order, You may confirm Your acceptance of Our offer to purchase Goods and/or Services at the price specified in the Purchase Order by (a) submitting an Order Confirmation via the Ariba Network; or (b) by proceeding with the supply of any part of the Goods and/or Services to Us.
- 1.3 Each time You accept a Purchase Order, a separate agreement is formed incorporating the Order and these Terms and Conditions and the terms of any signed contract between Us and You.
- 1.4 In the event of any conflict between these Terms and Conditions and a signed contract, the signed contract will take precedence.
- 1.5 No other terms and conditions contained on Your invoices, quotes, website or other documentation shall annul or vary any of these Terms and Conditions.

2. PROVISION OF THE GOODS AND SERVICES

- 2.1 We engage You as an independent contractor on a non-exclusive basis to provide the Goods and/or Services.
- 2.2 You must provide the Goods and/or Services:
 - (a) with due care and skill to a high professional standard and to the best of its knowledge and expertise;
 - (b) in accordance with all Legal Requirements;
 - (c) in accordance with all Coles Policies and Procedures;
 - (d) in accordance with Our reasonable directions; and
 - (e) in accordance with the Purchase Order and these Terms and Conditions.
- 2.3 We and You must comply with the Coles Policies and Procedures. If We change Our Coles Policies and Procedures and such change has a material adverse impact on You, then We will discuss the impact of the change in good faith with you to agree a reasonable variation to the Order.

3. CANCELLATION AND NON-COMPLIANCE

- 3.1 If You fail to comply with Your obligations under an Order or these Terms and Conditions and You do not remedy the non-compliance within any reasonable period We allow for that purpose, then We may at our absolute discretion but acting reasonably:
 - (a) withhold payment of any Fees in respect of an identified failure or non-compliance until the failure has been remedied;
 - (b) require the Goods and/or Services to be provided again, at no cost to Us; or
 - (c) require You to reimburse any Fees paid by Us in respect of any identified failure or non-compliance.

4. VARIATION OF ORDERS

- 4.1 We may request a variation to an Order at any time (in the form of a Change Order) at any time after placing an Order which must be agreed with You, including by:
 - (a) increasing, decreasing any part of the ordered Good and/or Services in which case the parties will use their best endeavours to agree a price adjustment; or
 - (b) providing additional Goods and/or Services, in which case the parties will then use their best endeavours to agree on the price of these additional Goods and/or Services.

5. PACKING, TRANSPORTATION AND DELIVERY OF GOODS

- 5.1 You must ensure the Goods are labelled and packed and loaded in accordance with the Order and Our reasonable instructions and comply all requirements of the carrier to ensure no damage occurs to the Goods whilst in transit.
- 5.2 Unless otherwise agreed, We may keep any packaging or packing materials for the Goods, whether or not the Goods are accepted by Us.
- 5.3 If the Goods are Delivered:
 - (a) FIS, You must deliver the Goods to the Delivery Address on the Delivery Date during Our usual business hours or within the period and in the manner set out in the Purchase Order; or
 - (b) FOB, then We will take delivery of the Goods at Your premises, or You must engage a carrier to take delivery of the Goods at Your premises and at Our cost.

6. TITLE AND RISK IN GOODS

- 6.1 If the Goods are delivered FIS, then the risk of damage to or loss of the Goods passes to Us when the Goods are delivered to the Delivery Address.
- 6.2 If the Goods are delivered FOB, then the risk of damage to or loss of the Goods passes to Us when We, or our carrier, obtains possession of the Goods.

- 6.3 Unless otherwise agreed, title in the Goods passes to Us when the Goods are delivered to the Delivery Address, unless we make any payment (including part payment) for the Goods prior to delivery, in which case title in the whole of the Goods passes to Us when any payment is made.

7. CHECKING GOODS AND SERVICES

- 7.1 You must immediately advise Us of any problems with the Goods and/or Services when You become aware of them.
- 7.2 We may check the Goods and/or Services for compliance with the Order and the Terms and Conditions. If any component of the Goods and/or Services do not comply with the Purchase Order or these Terms and Conditions in any respect, We may acting reasonably:
- (a) pay only for the Goods or Services delivered or provided, if the quantity is less than the quantity Ordered;
 - (b) reject and return any Goods that do not comply with the Purchase or the Terms and Conditions,
 - (c) and We will not be liable to make any payment to You in respect of the Goods and/or Services or their delivery, installation, implementation or modification. You will refund to Us all amounts (if any) already paid by Us to You in respect of the non-compliant Goods and/or Services.
- 7.3 The rejection of part of an Order will not affect the validity of the remainder of the Order.

8. FEES, INVOICING AND PAYMENT

- 8.1 You must, via the Ariba Network, nominate a bank account for the payment of the Fees for the Goods and/or Services under the Order, and authorise Us to transfer those Fees directly into Your nominated bank account. You must ensure your bank account details are up to date and accurate at all times, and agree to indemnify Us for any loss or damage suffered if the bank account details that You provide are incorrect.
- 8.2 You will submit valid tax invoices via the Ariba Network in respect of the Goods and/or Services, as appropriate, following delivery or completion of the Goods and/or Services. All tax invoices will show the Fees for the Goods and Services and separately itemise the applicable GST.
- 8.3 Coles standard 30 days payment terms, with weekly payment frequency, calculated from the date of receipt of a valid tax invoice from You. With weekly payment frequency, invoices are aged at least 30 days from receipt of a valid tax invoice and paid on the Monday following maturity (or next business day after that Monday of that Monday is a public holiday in Victoria). Where You are an eligible Australian Small Supplier under the Coles 2020 Supplier Scheme, payment terms will be 30 days from receipt of a valid tax invoice and paid on the next business day following maturity, for as long as You comply with the terms of the Small Supplier Scheme. These are the only Fees payable by Us to You for the Goods and/or Services. You must bear all costs and expenses which you incur as a result of entering into the Order and supplying the Goods and/or Services to Us.
- 8.4 Our payment of a tax invoice does not constitute Our acceptance of, or acknowledgment the Goods or Services have been provided satisfactorily or in accordance with the terms of the Order.

9. GOODS AND SERVICES TAX

- 9.1 Except where it is expressly stated otherwise, the amount payable by a party for a Taxable Supply made by the other party under the Order is expressed as a GST exclusive amount.
- 9.2 If a party is liable to pay for a Taxable Supply, it will also pay the amount of any GST in respect of the Taxable Supply. Payment for a Taxable Supply is conditional upon the supplier providing a tax invoice.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 We retain all right, title and interest in all of Our Intellectual Property Rights. You must keep confidential and not copy, use or disclose Our Intellectual Property Rights except to the extent necessary to perform Your obligations under an Order.
- 10.2 You retain all right title and interest in all of Your Intellectual Property Rights. We must keep confidential and not copy, use or disclose Your Intellectual Property Rights except to the extent necessary to ensure the full benefit of an Order is accorded to Us.
- 10.3 All right, title and interest in and to any Intellectual Property Rights that are developed in the course of You fulfilling your obligations under an Order, vest absolutely in Us effective immediately on the creation of any such Intellectual Property Rights, but excluding any Intellectual Property Rights independently developed or created by You or a third party without the use of, or reliance on, any of Our Intellectual Property Rights prior to the date of the Order, or Intellectual Property Rights which are not created or developed specifically for Us.
- 10.4 You grant Us an irrevocable, non-exclusive, royalty free, and transferable licence (with a right to sub-licence) to use or otherwise exploit any of Your Intellectual Property Rights to the extent necessary or desirable to enable Us to fully enjoy or exploit the Goods and/or Services.
- 10.5 You must do all things necessary to obtain all rights to intellectual property referred to in clause 10.3 including, where necessary, obtaining an assignment from any sub-contractor.

11. YOUR WARRANTIES

- 11.1 In respect of each Order, You represent and warrant that:
- (a) You have the right and authority to enter into the Order and to provide the Goods and/or Services;
 - (b) the Goods are free from encumbrances, safe, free from defects or faults, are of merchantable quality, and comply with all applicable standards and other published recommendations of the original materials manufacturer;
 - (c) the Goods and/or Services comply with all laws and standards in the country in which they were manufactured and any state to which they are to be delivered;

- (d) the items, documentation or materials produced or provided in connection with the Order will be up to date and accurate, will comply with all applicable standards and other published recommendations of the original materials manufacturer;
- (e) any of Your employees performing services in Australia are legally entitled to work in Australia;
- (f) no portion of the Goods, Services or any software provided by You will contain, and will not introduce into Our computer systems, any 'back door', 'time bomb', 'Trojan Horse', 'worm', 'drop dead device', 'virus' or any computer software code which is intended or designed to:
 - (i) permit access to or use of the Goods and/or Services, or Our computer systems, by You or a third person not authorised by Us; or
 - (ii) disable, damage or erase, or disrupt or impair the normal operation of, the Goods, Services or any software or data on Our computer systems;
- (g) the items, documentation and materials produced or provided in connection with the Order will not infringe the Intellectual Property Rights of any person;
- (h) You will fully comply with all Legal Requirements relevant to providing the Goods and/or Services; and
- (i) You hold all necessary licences, permits, consents and authorisations required from any authority to provide the Goods and/or Services.

12. INDEMNITIES

- 12.1 You indemnify Us and our personnel against any Liability arising out of or otherwise in connection with:
- (a) any breach by You or Your personnel (including approved subcontractors) of any provision of an Order or these Terms and Conditions;
 - (b) any fraud or negligent act or omission or wilful misconduct by You or Your personnel (including approved subcontractors) in connection with the Order;
 - (c) any act or omission by You or Your personnel (including approved subcontractors) which causes or contributes to an infringement of any of Our Intellectual Property Rights or the Intellectual Property Rights of any third party;
 - (d) any loss of, or damage, to any property (including personal effects and damage to, corruption or loss of data or systems) caused or contributed to by You or Your personnel (including approved subcontractors); and
 - (e) any injury to or death of any person caused or contributed to by You or Your personnel (including approved subcontractors),
except to the extent that loss is directly attributable to Our negligence or wrongful act or omission.
- 12.2 The amount of any indemnity payable by a party under these Terms and Conditions will be increased by the amount of GST payable by the other party in respect of that indemnity.

13. INSURANCE

- 13.1 Prior to providing the Goods and/or Services, You must obtain and maintain with insurers acceptable to Us:
- (a) If You supply Us with Services, a public liability insurance policy of not less than \$5,000,000 per occurrence and unlimited in the annual aggregate;
 - (b) If You supply Us with Services, a professional indemnity insurance policy of not less than \$2,000,000 in the annual aggregate, and which must be maintained for two years following the completion of the Order; and
 - (c) If You supply Us with Goods, a product liability insurance policy of not less than \$5,000,000 per occurrence and unlimited in the annual aggregate.
- 13.2 On request, You must provide:
- (a) certificates of currency for the insurance required in clause 13.1; and
 - (b) evidence, in such form as We reasonably request, that You have workers compensation insurance as required by law in respect of all employees and, where relevant, subcontractors.

14. CONFIDENTIALITY

- 14.1 Each party must:
- (a) keep all Confidential Information of the other party confidential and not disclose it to any third party without its prior written consent;
 - (b) not copy or make available Confidential Information of the other party to any person other than its officers, employees or subcontractors who need to know and who have agreed to keep that information confidential;
 - (c) on termination of the Order, or on request at any time by the other party, immediately return to the party or permanently delete or destroy, as the party directs, all copies or records of the other party's Confidential Information that is in the party's possession or control.
- 14.2 The confidentiality obligations in clause 14.1 do not apply to information:
- (a) that is or becomes in the public domain (except as a result of breach of these Terms and Conditions by a party);
 - (b) that is obtained legally by a party from a third party without any restriction of non-disclosure;
 - (c) that a party can prove by prior written record was in the possession of it without (restriction in relation to disclosure) before the date of receipt from the other party; or
 - (d) that is required to be disclosed by a party by law or rule or regulation of a stock exchange.

15. DATA

- 15.1 You acknowledge that Coles Data is the sole and valuable property of Us and that any unauthorised disclosure, use or loss of it could give rise to considerable damage to Us.
- 15.2 You must:

- (a) at all times keep the Coles Data absolutely secret and confidential and must not directly or indirectly disclose the Coles Data to any third party at any time;
- (b) not use or exploit (for itself or for any other person) any of the Coles Data for any reason except as is necessary to provide the Goods and/or Services;
- (c) limit access to the Coles Data to the personnel who need to know the information in order to provide the Goods and/or Services and take all necessary steps to eliminate risk of unauthorised use or disclosure of the Coles Data by those personnel;
- (d) ensure that in the course of providing the Goods and/or Services no errors are introduced into the Coles Data;
- (e) keep all Coles Data within Australia and not allow anyone outside Australia to have access to it, without Our prior written approval; and
- (f) implement security practices to ensure that the Coles Data cannot be subject to any unauthorised copying, use, disclosure, access or loss.

16. PRIVACY

16.1 You:

- (a) will comply with all Privacy Laws;
- (b) must not do anything that would cause Coles to breach the Coles Privacy Policy; and
- (c) will comply with any reasonable directions from Us in connection with the disclosure or handling of any Personal Information, in the performance of Your obligations under these Terms and Conditions.

16.2 Without limiting Your obligations under clause 16.1, if You are provided with, or have access to, Personal Information, You must:

- (a) collect and use Personal Information only as necessary to fulfil Your obligations under the Order;
- (b) not disclose Personal Information except:
 - (i) to Your personnel to the extent necessary to fulfil its obligations under the Order;
 - (ii) as required by law, subject to You giving notice to Us promptly when it becomes aware that such disclosure may be required; or
 - (iii) with Our express prior written consent;
- (c) not transfer any Personal Information outside of Australia, or allow any person outside of Australia to access it, without Our prior written approval;
- (d) if the transfer of Personal Information outside Australia has been approved in writing by Us, not do any act, engage in any practice, or omit to do any act or engage in any practice that:
 - (i) would result in a breach of a Privacy Law if the Privacy Law applied to those things done, engaged in omitted to be done by You; or
 - (ii) would cause Us to breach or be taken to breach a Privacy Law;
- (e) notify Us in writing immediately (and no later than 24 hours) after becoming aware of an actual, or suspected:
 - (i) Privacy Data Breach;
 - (ii) loss of data due to it being destroyed, damaged corrupted or unusable; or
 - (iii) transfer of Personal Information outside Australia without Our written consent, and comply with any reasonable directions issued by Us in connection with the Privacy Data Breach; and
- (f) ensure that adequate data protection and recovery procedures are in place and must protect the Personal Information from misuse and loss and from unauthorised access, modification or disclosure.

17. ANTI BRIBERY

17.1 We and You must:

- (a) at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom) ('Relevant Requirements');
- (b) not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
- (c) have and maintain in place policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and enforce them where appropriate;
- (d) not prepare, approve or execute any contract or other document or make any record in connection with an Order that You know, or ought reasonably know, is false, inaccurate or misleading;
- (e) promptly report to Us any request or demand for any undue financial or other advantage of any kind which You receive in connection with the performance of the Order which will or may be in breach of the Relevant Requirements; and
- (f) procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all persons performing Services or providing Goods in connection with the Order on Your behalf or under its supervision or control.

18. TERMINATION

18.1 Either party may terminate the Order immediately by written notice to the other party if:

- (a) the other party breaches a material provision of the Order (including these Terms and Conditions) which is incapable of remedy;

- (b) the other party breaches a material provision of the Order (including these Terms and Conditions) and fails to remedy that breach within 14 days of receiving notice from the non-breaching party requiring it to do so;
 - (c) the other party becomes Insolvent, to the extent permitted by law.
- 18.2 We may terminate the Order at any time where it is in Our legitimate interests to do so by providing You with not less than 30 days prior written notice.
- 18.3 Subject to clause 18.4, from the date of termination of the Order, We will have no liability to pay You for any amounts other than such payments as are due under the Order for Goods and Services properly provided in accordance with the Order prior to the date of termination (including for any goods that are shipped prior to the date of termination but which have not arrived at the Delivery Address). We will not be otherwise liable to pay You any amount that would have been payable if the Order had not been terminated.
- If We terminate the Order under clause 18.2, then We will reimburse you for any other unavoidable out-of-pocket costs or expenses that You have reasonably incurred prior to date of the termination as a direct result of Us placing the Order, provided that You have used all reasonable endeavours to mitigate or minimise those costs and expenses.
- 18.4 Termination under this clause 18 will be without prejudice to any other rights or remedies to which either party may be entitled.

19. AUDIT

- 19.1 You must maintain the Audit Trail during, and for a period expiring 12 months after completion of, the provision of the Goods and/or Services the subject of the Order.
- 19.2 Upon giving reasonable notice, We (or any independent third party auditor that We may appoint) may at any time during the provision of the Good and/or Services and within 12 months after completion of the provision of the Goods and/or Services the subject of the Order, access any records forming any part of the Audit Trail to verify that You are complying with the Order and these Terms and Conditions.
- 19.3 You must provide Us (or any independent third party auditor that We appoint) all reasonable assistance in any inspection of the Audit Trail (including the provision of any goods and/or deliverables) reasonably necessary to access the Audit Trail at no cost to Us.
- 19.4 As part of any audit, We (or Our third party auditor) may request that You audit Your own subcontractors to assess compliance by those subcontractors with the Order (including these Terms and Conditions). You must undertake such an audit and share its findings with Us (or Our third party auditor).
- 19.5 Subject to paragraph 19.6 below, the parties must bear their own costs and expenses in respect of any audit of the Audit Trail. For the avoidance of doubt, if We appoint a third party auditor, We will bear the cost of that third party auditor.
- 19.6 If an audit determines that there was any material non-compliance by You with the terms of the Order, then You will be liable for:
- (a) the reasonable cost of the audit and the reasonable cost of any subsequent audit undertaken by Us (or Our third party auditor) to confirm rectification of the non-compliance; and
 - (b) any amount necessary to reasonably compensate Us for such non-compliance (as determined by the party undertaking the audit, being Us or the third party We appoint). Any dispute between the parties as to the amount payable by You due to non-compliance is to be resolved in accordance with clause 21.

20. ASSIGNMENT AND SUBCONTRACTING

- 20.1 Neither party may assign or novate any of its rights or obligations under these Terms and Conditions without the prior written consent of the other party, except that We may assign or novate Our rights or obligations under these Terms and Conditions to an entity who is a related body corporate of Coles Group Limited without Your consent.
- 20.2 If you subcontract the provision of any Goods and/or Services, You must ensure the subcontractor complies with the Order and these Terms and Conditions. You are liable to Us and fully responsible for the acts, defaults and omissions of Your subcontractors and employees and agents of subcontractors as if they were Yours.

21. DISPUTE RESOLUTION

- 21.1 Each party will promptly notify the other party in writing if a dispute arises in connection with an Order or the Terms and Conditions. Following notification, the parties will use reasonable endeavours to:
- (a) resolve the dispute through good faith discussions, and
 - (b) promptly elevate the dispute through management as appropriate given the nature of the dispute.
- 21.2 If the dispute is not resolved within 10 days of the notice under clause 21.1, or any longer time the parties may agree in writing, either party may commence or initiate legal proceedings. However, if legal proceedings are initiated, the parties nevertheless agree to act in good faith to endeavour to resolve the dispute using external informal dispute resolution techniques, such as mediation, expert evaluation or determination, but not arbitration.
- 21.3 Clauses 21.1 or 21.2 do not apply where a party seeks urgent court intervention (injunctive relief).

22. NOTICES AND DETAILS

- 22.1 Any formal notification to the other party under the Order (including these Terms and Conditions) must be in writing, and sent to the contact details for that party that are stored in the Ariba Network from time to time.
- 22.2 Notices are taken to be received:
- (a) if hand delivered, at the time of delivery;
 - (b) in the case of a posted letter, on the third day after posting within Australia or the fifth day after posting for international mail; and

(c) in the case of an email or other electronic communication via the Ariba Network, when the senders machine confirms the sending of the email or other electronic communication.

23. GENERAL PROVISIONS

- (a) **Relationship:** The relationship between the parties is independent contractors. Nothing in an Order or these Terms and Conditions gives rise to any relationship of agency, partnership or employment.
- (b) **Public Statements:** You must not make or authorise a public statement relating to the Order (including on any advertising or promotional materials or third party tender response) unless Coles' Corporate Affairs Office has given its prior written consent.
- (c) **Invalid terms:** If any provision of an Order (including these Terms and Conditions) is held invalid, unenforceable or illegal for any reason, that provision will be deleted and the remaining provisions of the Order will remain in full force.
- (d) **Survival:** Any obligations under the Order (including these Terms and Conditions) which by their nature are continuing, will survive termination or expiration of the Order.
- (e) **Waiver:** The failure of a party to require performance of any obligation under the Order is not a waiver of that party's rights under the Order.
- (f) **Amendments:** Any amendment of an Order is valid only if it is made in writing signed by an authorised representative of each party.
- (g) **Further Assurances:** Each party must do everything reasonably necessary to give full effect to the Order and the transactions contemplated by it.
- (h) **Governing Law:** The laws of the State of Victoria, Australia govern the Order and these Terms and Conditions. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

24. DEFINITIONS AND INTERPRETATION

24.1 In these Terms and Conditions, the following terms have these meanings:

Ariba Network means a web based portal for suppliers to interact and transact with the Coles Group in regards with the supply of goods and/or services.

Audit Trail means the electronic and paper copy of financial and operational records held by You including all invoices, payments, rebates, refunds, performance and service standards, compliance with specifications, compliance with all Legal Requirements (including industrial, occupational health and safety and codes of practice) and the Coles Policies and Procedures, management and quality assurance practices, security and administration practices, and all transactions affecting the Your financial records relating to the Goods and/or Services and otherwise in connection with the Order.

Change Order means any change order that We provide to You via the Ariba Network in respect of the Goods and/or Services.

Coles Data means all data, information and records which:

- (a) We provide to You;
- (b) You transmit, received or stored; or
- (c) You process, generate, compile or modify,
- (d) in each case, in connection with the Order. For the avoidance of doubt, Coles Data includes any Personal Information.

Coles Group means Coles Group Limited (ABN 11 004 089 936) and each of its Related Bodies Corporate from time to time.

Coles Policies and Procedures means the Coles Group policies and supplier requirements available at <https://www.colesgroup.com.au/suppliers/?page=related-documents-and-policies>, or as otherwise notified by Us to You.

Coles Privacy Policy means the Coles Group privacy policy which is available at www.coles.com.au/privacy.

Confidential Information means the terms and existence of this Order and any other information (including without limitation, information relating to a party's staff, business dealings, contracts, customers, computer operations and marketing, sales and business plans, financial data and other sensitive corporate information):

- (a) that is treated or designated by a party as confidential;
- (b) which is not generally known to persons other than that party's personnel; or
- (c) which should reasonably be regarded in all the circumstances as confidential and, in Our case, includes the Coles Data.

Control has the meaning given to that term in section 50AA(1) of the Corporations Act 2001 (Cth).

Delivery Date means, if applicable, the date specified by Us in the Purchase Order by which the Goods must be delivered.

Delivery Address means, if applicable, the place specified by Us in the Purchase Order to which the Goods must be delivered.

Fees means the fees for the Goods and Services set out in the relevant Purchase Order.

FIS means “Free into Store” where You will deliver the Goods into Our store, including procuring storage, loading, freight and transportation of the Goods services as required.

FOB means “Free on Board” where You will deliver the Goods to Us at an agreed delivery point, from which point We are responsible for the freight.

Goods mean the goods described in an Order and includes samples, packaging and labelling and any accessories and documentation pertaining to the Goods. For the avoidance of doubt, Goods does not refer to goods We purchase for resale.

GST has the meaning given by Section 195-1 of the GST Law.

GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended or replaced from time to time.

Insolvent in respect of a party, means that one of the following events has occurred (i) the filing of an application for the winding up, whether voluntary or otherwise, or the issuing of a notice summoning a meeting at which it is to be moved a resolution proposing the winding up, of the party (ii) the appointment of a receiver, receiver and manager, administrator, liquidator or provisional liquidator with respect to that party or any of its assets (iii) the assignment by that party in favour of, or composition or arrangement or entering into of a scheme of arrangement (otherwise than for the purposes solely of corporate reconstruction) with, its creditors or any class of its creditors; or (iv) a partnership proposes to dissolve or has been dissolved other than for the purposes of a transfer of business pursuant to a merger or acquisition.

Intellectual Property Rights means all present and future intellectual property rights, including any copyright (including future copyright), trade mark, design, patent and circuit layout rights, rights in respect of trade secrets and other confidential information.

Legal Requirements means all relevant industrial awards, laws, regulations, requirements of government authorities and Australian or other mandatory standards relating to the Goods and/or Services, and includes and laws, regulations or requirements relating to the manufacture, packaging, packing and delivery of Goods and the provision of Services.

Order has the meaning given in clause **Error! Reference source not found.** of these Terms and Conditions.

Liability includes any loss, liability, damage, cost, charge, outgoing or expense, including:

- (a) any amounts reasonably paid or payable on or in the course of dealing with a claim (whether or not the claim is proved or successful, in whole or in part); and
- (b) reasonable legal costs and disbursements.

Order Confirmation means the order confirmation that You provide to Us via the Ariba Network in respect of the Goods and/or Services.

Personal Information has the meaning given under the Privacy Act 1988 (Cth) from time to time. As at the date of these Terms and Conditions, it means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Data Breach is an unauthorised access to, or unauthorised disclosure of, Personal Information, or a loss of Personal Information, that an entity holds or has control over.

Privacy Laws means the Privacy Act 1988 (Cth) including the Australian Privacy Principles, the Spam Act 2003 (Cth) and any other requirement under Australian law or industry code relation to the handling of Personal Information.

Purchase Order means the purchase order that We provide to You via the Ariba Network in respect of the Goods and/or Services.

Related Bodies Corporate has the meaning given in section 50 of the Corporations Act 2001 (Cth).

Relevant Requirements has the meaning given in clause 17 of these Terms and Conditions.

Services mean the services described in an Order.

Taxable Supply has the meaning given by Section 195-1 of the GST Law.

Us or We or Our means the entity or entities within the Coles Group that has provided the Purchase Order under clause 1.1.

You or Your means the entity or entities that is the supplier of the Goods and/or Services under the Purchase Order.

24.2 Interpretation

In these Terms and Conditions and the Order, unless context requires otherwise:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) a reference to “dollars” or “\$” is to an amount in Australian currency, unless stated to the contrary;
- (c) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;

- (d) a reference to any law, regulation, or legislative or industry standard (or to a provision of it) includes a modification or re-enactment of it, a provision substituted for it, and a regulation or instrument issued under it; and
- (e) mentioning anything after includes, including, for example or similar expressions, does not limit what else might be included and examples given in these Terms and Conditions do not limit or qualify the general words to which they relate.