

General Conditions for the Engagement of Suppliers and Subcontractors

1.0 INTRODUCTION

These Terms and Conditions apply to all supply agreements between Civil Sciences and Engineering Pty Ltd ("the Company") and the supplier or subcontractor ("the Supplier"). Acceptance of a Purchase Order from the Company constitutes agreement to these terms, unless otherwise agreed in writing by both parties.

2.0 SCOPE AND ACCEPTANCE

No goods or services may be delivered without a valid Purchase Order. Verbal requests or instructions are not binding unless followed by a written order or confirmation. These Terms take precedence over any standard terms issued by the Supplier unless otherwise agreed.

3.0 PERFORMANCE AND DELIVERY

The Supplier must deliver goods and services in accordance with the scope, specifications, and timeline set out in the Purchase Order or contract. The Supplier must notify the Company immediately if any risk to delivery or performance arises. Late delivery or incomplete work may result in payment delays, rejection of goods or services, or removal from the Company's approved supplier list.

4.0 VARIATIONS

No variation to the agreed scope, cost, or schedule may be undertaken without prior written approval from the Company. Variations performed without authorisation may be rejected and not paid. All approved variations must be confirmed by an updated Purchase Order or written direction.

5.0 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) REQUIREMENTS

All Suppliers must comply with the Work Health and Safety Act 2020 (WA), Environmental Protection Act 1986 (WA), and any other applicable legislation or industry codes of practice. When operating on-site, Suppliers must adhere to all Company safety protocols, participate in inductions as required, and ensure their workers are trained, equipped, and competent. Any incidents, near misses, or unsafe conditions must be reported immediately.

6.0 INSURANCE

The Supplier must maintain appropriate insurances for the work, including public liability, workers compensation, and where relevant, professional indemnity. Certificates of currency must be provided on request.

7.0 INVOICING AND PAYMENT TERMS

Invoices must include a valid Purchase Order number and be submitted to accounts@civilse.com.au. Invoices must be itemised and match the scope of work and rates agreed in the Purchase Order. Payment terms are **30 days End of Month (EOM)** from receipt of a valid invoice. Invoices may be withheld if deliverables are non-compliant, incomplete, or if supporting documentation is missing.

8.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All intellectual property created during the engagement, unless otherwise agreed in writing, remains the property of the Company. All project-related information, including data, reports, and correspondence, must be treated as confidential and used solely for the purposes of fulfilling the Purchase Order.

9.0 LIABILITY AND INDEMNITY

The Supplier is liable for any loss, damage, or expense arising from their failure to meet the scope, comply with legislation, or deliver services to an acceptable standard. The Supplier indemnifies the Company for any claims or damages resulting from the Supplier's breach, negligence, or misconduct.



10.0 GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of Western Australia. Disputes must first be raised in writing and both parties agree to attempt resolution via direct negotiation. If unresolved, the matter must be referred to mediation under the guidance of the Resolution Institute or equivalent body before proceeding to formal dispute resolution.

11.0 Quality and Non-Conforming Services

All goods and services must meet the performance, quality, and documentation standards stated in the Purchase Order. The Company reserves the right to reject non-conforming work, require rectification at the Supplier's expense, and record the issue as a non-conformance. Ongoing failure to meet requirements may result in exclusion from future work.

12.0 Laboratory Testing and Analytical Services

All laboratory services must comply with NATA accreditation (where applicable), relevant Australian Standards, and test methods specified in the Purchase Order or project brief. The Supplier is responsible for traceability, data integrity, and timely submission of reports. Any errors, inconsistencies, or delays may result in rejected deliverables, retesting at the Supplier's cost, or notification of formal non-conformance. All results and supporting data must be retained for a minimum of 7 years and provided upon request.

13.0 Traffic Management Services

Traffic management must be delivered in compliance with the Main Roads WA Code of Practice and any relevant traffic management plans. The Supplier must ensure all permits, notifications, and insurances are in place. Variations to traffic control strategies must be pre-approved by the Company. Failure to comply with legal or safety requirements may result in withheld payment and reporting of non-conformance.

14.0 Surveying and Spatial Services

Survey data must meet accuracy tolerances, coordinate systems, and metadata requirements outlined in the scope or Purchase Order. The Supplier is responsible for ensuring clear, traceable, and verified datasets. The Company may request revisions or clarifications and reserves the right to reject inaccurate or incomplete deliverables.

15.0 Civil Works, Earthworks and Site Services

Suppliers performing field work must operate in compliance with site safety rules, project specifications, and relevant legislation. Pre-start meetings, hazard assessments, and job safety analyses must be completed as required. The Company reserves the right to inspect and stop work if there is any risk to health, safety, environment, or project quality.

16.0 Subcontracted Project Management Services

Project management services must align with the scope, responsibilities, and milestones outlined by the Company. The Supplier must not authorise changes to timelines, budgets, or deliverables without written approval. Communication breakdowns, unreported risks, or unmanaged subcontractors may result in contract review or removal from the panel.

17.0 Documentation and Handover

Final payment may be withheld until the Supplier submits all required documentation, including but not limited to reports, permits, certificates, data files, and as-built information. All deliverables must meet formatting, version control, and QA requirements outlined by the Company.

18.0 Compliance with Laws and Site Rules

Suppliers must comply with all applicable laws including but not limited to WHS, environmental, and employment legislation. When operating on-site, Suppliers must follow site-specific inductions, protocols, and reporting procedures provided by the Company or its clients.