

Purchase Order Terms and Conditions

1 Supply of Goods and/or Services

- 1.1 The Supplier must supply the Goods and/or Services to Blue Care in accordance with the terms of Purchase Orders. The Purchase Order, and the Standing Offer Terms and Conditions and the documents expressly referred to in them comprise the entire terms of the Purchase Order to the exclusion of any supplier terms and conditions (written or verbal) whether or not they are contained in the Supplier's delivery notes and invoices.
- 1.2 The Supplier acknowledges and agrees:
 - (a) that the Supplier is bound by the Standing Offer Terms and Conditions and the terms of any other documents expressly referred to in this Purchase Order whether or not the Purchase Order has been signed by it; and
 - (b) to supply and deliver the Goods and/or Services to Blue Care in accordance with the Standing Offer Terms and Conditions and the terms of any other documents expressly referred to in this Purchase Order (and supply or delivery by the Supplier is evidence of acceptance of Standing Offer Terms and Conditions and the terms of any other documents expressly referred to in this Purchase Order).

2 Quality and description

- 2.1 The Goods and/or Services must match the description (including performance criteria) referred to in the Purchase Order and Specification.
- 2.2 If the Supplier gave Blue Care a sample of the Goods or provided Blue Care with a demonstration of the Services before Blue Care issued the Purchase Order, the Goods and/or Services must correspond in nature and quality with the sample given or demonstration made, as applicable.
- 2.3 If the Supplier showed Blue Care a result achieved by the Services before Blue Care issued the Purchase Order, the Services must correspond in quality with the services that achieved that result.
- 2.4 The Goods must comply with any relevant standard of the Standards Association of Australia.
- 2.5 The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose which Blue Care make known to you.
- 2.6 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.
- 2.7 If the Supplier supplies more Goods than specified in the Purchase Order, then Blue Care may return the excess to the Supplier at the Supplier's cost.

3 Specifications

- 3.1 Unless otherwise agreed in writing, the Supplier is totally responsible for the design, supply of materials, fabrication, testing, packaging, loading onto and off transport and delivery of Goods and/or Services in accordance with the Specifications and the Purchase Order. The Supplier must give Blue Care access to the Supplier's premises at any reasonable time to verify that the Goods and/or Services conform to the Specification.
- 3.2 Substitute Goods and/or Services will not be accepted without Blue Care's written authority.
- 3.3 All drawings, patterns, tools or other items provided to the Supplier by Blue Care to produce the Goods and/or Services remain Blue Care's property and must be delivered to Blue Care upon demand or within 7 days of delivery of the Goods and/or Services.

4 Delivery

- 4.1 Unless otherwise specified, the Supplier must deliver the Goods to the Place for Delivery on the Delivery Date. Until delivery has been effected to the Place for Delivery, it will be deemed to have not occurred.
- 4.2 Unless Blue Care specifically agree otherwise, Blue Care is not required to accept delivery of the Goods earlier than the Delivery Date.
- 4.3 The Supplier must ensure that Goods are suitably packed to avoid damage in transit or in storage and to ensure identification on receipt and must include a packing list in each package of Goods delivered detailing the Purchase Order number, item number, destination, contents, quality, date and method of dispatch and weight of each package. The Supplier will be liable for all loss or damage caused by unsuitably packed Goods. The Supplier must comply with all applicable codes for the transport of dangerous goods.
- 4.4 Time is of the essence for the delivery of Goods or the supply of Services to Blue Care.

5 Inspection

- 5.1 Blue Care must have a reasonable time to inspect the Goods after delivery. The signing of delivery receipts before inspection does not constitute acceptance of the Goods.
- 5.2 The Supplier must provide to Blue Care at Blue Care's request progress reports on the performance of the Services. A progress report must be detailed enough to allow Blue Care to ascertain whether the Services are in conformity with this Contract.
- 5.3 At any time during the performance of the Services, Blue Care may inspect or witness tests on the Services or their results.
- 5.4 If, upon inspection, Blue Care find any Goods to be Defective Goods and/or any Services or their results to be Defective Services, Blue Care may (without limiting its remedies) exercise a power in clause 13.2.

6 Performance of the Services

- 6.1 The Supplier must, in performing the Services:
 - (a) not interfere with any of Blue Care's activities, or the activities of any other person, on Blue Care's premises;
 - (b) comply with, and ensure that the Supplier's employees, agents, contractors and sub-contractors comply with:
 - (i) Blue Care's site procedures;
 - (ii) all applicable laws, regulations and industrial awards and agreements; and
 - (iii) all directions and orders given by Blue Care's representatives; and
 - (c) ensure that Blue Care's premises are left secure, clean, orderly and fit for immediate use.
- 6.2 In order to satisfy the requirements of the *Aged Care Act 1997* and the *Accountability Amendment Principles 2006 (No 1)*, the Supplier must ensure that each of the Supplier's employees or subcontractors, who is over 16 years of age and who will reasonably have unsupervised access to care recipients in aged care services will at all times either:
 - (a) hold a police certificate which has been issued in the past three years; or
 - (b) hold a current Blue Card (working with children); or
 - (c) subject to clause 6.4, have applied for a police certificate or Blue Card and makes a statutory declaration of a type supplied by Blue Care.

- 6.3 In addition a statutory declaration must be completed if the person has been a citizen or permanent resident in a country other than Australia since turning 16 years of age.
- 6.4 A person will not be permitted access to the aged care service if the Blue Card is not issued to the person, or the police certificate or statutory declaration identifies one of the following convictions:
- (a) conviction of murder or sexual assault; or
 - (b) conviction of, and sentenced to imprisonment for, any other form of assault.
- 6.5 Blue Care is not responsible for the cost of obtaining the police certificate or Blue Card.
- 6.6 For the purpose of clause 6 "Blue Card" means a blue card issued pursuant to the *Commission for Children and Young People Child Guardian Act (Qld) 2000*.

7 Title and risk

- 7.1 Subject to clauses 8.3(a) and 11.2, title in the Goods passes to Blue Care upon the earlier of:
- (a) taking delivery of the Goods; or
 - (b) payment of the Price.
- 7.2 Risk in the Goods does not pass to Blue Care until the later of the time at which:
- (a) Blue Care:
 - (i) takes delivery; or
 - (ii) if required by the Purchase Order, the Goods have been installed; and
 - (b) title in the Goods passes to Blue Care.
- 7.3 The Supplier warrants that:
- (a) the Supplier has complete ownership of the Goods free of any liens, charges and encumbrances and will provide the Goods to Blue Care on that basis; and
 - (b) Blue Care will be entitled to clear, complete and quiet possession of the Goods.

8 Price

- 8.1 Blue Care agrees to pay the Supplier the Price for the Goods and/or Services.
- 8.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packaging, packing, insurance and delivery of the Goods in accordance with this Contract and the cost of any items used or supplied in conjunction with the Services. The Price is also inclusive of all Taxes except GST.
- 8.3 If Blue Care pays the Price for the Goods prior to delivery or Blue Care makes a part payment for the Goods:
- (a) title in the Goods (or if the Goods are incomplete, title in the partly completed Goods and any materials and parts to be used in their manufacture or assembly and then on hand) passes to Blue Care; and
 - (b) the Supplier must clearly mark the Goods with Blue Care's name and Purchase Order number.
- 8.4 If Blue Care consider that the Supplier has failed, or if the Supplier has indicated that the Supplier may be unable to fulfil any obligation under this Contract, Blue Care or Blue Care's agent may at any time enter the Supplier's premises and remove the Goods and any materials or parts to which Blue Care have title.

9 Invoicing and payment

- 9.1 The Supplier must submit invoices to Blue Care to the address stated on the Purchase Order:
- (a) upon delivery of the Goods in accordance with the Purchase Order; and
 - (b) unless the Purchase Order states that progress payments are to be made, at the completion of the Services; or
 - (c) where progress payments are to be made for the provision of Services, at the end of each calendar month (or other period specified in this Contract) for Services performed by the Supplier in that month or that period (as the case may be).
- 9.2 When submitting the Supplier's invoice under clause 9.1 the Supplier must provide Blue Care with all relevant records to enable Blue Care to calculate and/or verify the amount of the invoice (including detailed timesheets).
- 9.3 Subject to clause 16.4 and the Supplier not being in breach of the terms of this Contract, Blue Care will pay all invoices rendered to Blue Care by the Supplier under clause 9.1 within thirty (30) days of receipt by Blue Care of the invoice, except where Blue Care disputes the invoice, in which case:
- (a) Blue Care will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - (b) if the resolution of the dispute determines that Blue Care must pay an amount to the Supplier, Blue Care will pay that amount upon resolution of that dispute.
- 9.4 No interest will be payable by Blue Care in respect of any invoice rendered to Blue Care by the Supplier under clause 9.1 which remains due and unpaid.
- 9.5 Blue Care may reduce any payment due to the Supplier under these terms by any amount for which the Supplier is liable to Blue Care, including costs, charges, damages and expenses. This does not limit Blue Care's right to recover those amounts in other ways.
- 9.6 Unless otherwise agreed, any money payable to the Supplier will be paid in Australian currency.
- 9.7 If the Purchase Order involves the supply of Services on a cost plus or per hour basis Blue Care has the right to conduct an audit of the basis of the Supplier's charges using the Supplier's records. This right continues for 12 months after Blue Care pay the relevant invoice. The Supplier must give Blue Care access to its records for this purpose and arrange to have records copied for Blue Care if requested by Blue Care.

10 Variation

- 10.1 Blue Care may at any time by notice in writing to the Supplier vary a Purchase Order. A notice may include a change of the Goods and/or Services the Supplier is supplying or a change to the Delivery Date or time for delivery or the Place for Delivery.
- 10.2 If such variation causes an increase or decrease in the Price (excluding loss of profits) or a change to the required Delivery Date, the Supplier must notify Blue Care's Representative in writing within 5 business days of receipt of the variation.
- 10.3 The Supplier must not supply the Goods and/or Services as varied until a reasonable adjustment to the Price or required Delivery Date has been agreed in writing between the Supplier and Blue Care.

11 Cancellation

- 11.1 Blue Care may at any time cancel any Goods or Services covered by a Purchase Order which are yet to be delivered or provided. Upon receipt of a cancellation notice, the Supplier must cease to manufacture the Goods or provide the Services and mitigate the Supplier's costs. Blue Care will pay any expenditure reasonably incurred prior to cancellation which is directly attributable to placing the Purchase Order and not otherwise recovered by the Supplier.

11.2 Upon payment made under clause 11.1, title in property, material, parts and/or incomplete Goods or Services will pass to Blue Care and the Supplier must upon demand and at the Supplier's cost deliver to Blue Care any such property, material, parts and/or incomplete Goods or Services.

12 Independent contractor

12.1 Both Parties acknowledge that the Supplier is Blue Care's contractor and not Blue Care's agent or employee.

13 Warranties

13.1 The Supplier warrants that:

- (a) the Goods will be free from any defect in design, performance, workmanship and makeup; and/or
- (b) the Services and the results of the Services will be rendered with due care and skill and be of high quality and workmanship and otherwise satisfactory; and
- (c) Blue Care's use of the Goods or Services will not infringe any Intellectual Property Rights; and
- (d) where applicable, the Goods are not a prohibited import as defined under the *Customs Act 1901* (Cth) and that such Goods may be legally imported into Australia.

13.2 If, during the Warranty Period, Blue Care find any of the Goods to be Defective Goods and/or any of the Services or their results to be Defective Services, Blue Care may, at Blue Care's option:

- (a) return the Defective Goods to the Supplier;
- (b) reject the Defective Services by notifying the Supplier that Blue Care is rejecting them;
- (c) repair or make good the Defective Goods; or
- (d) re-perform or make good the Defective Services.

13.3 At Blue Care's option and request, during the Warranty Period the Supplier agrees to, at the Supplier's cost:

- (a) repair or, at Blue Care's option, replace any Defective Goods that Blue Care return to the Supplier;
- (b) re-perform or make good any Defective Services that Blue Care reject; or
- (c) reimburse Blue Care for any expenses Blue Care incur in making good any Defective Goods and/or Defective Services including costs of repair and transport costs of return.

13.4 Blue Care may exercise Blue Care's rights under clause 13.1 or reject and return to the Supplier (in the case of Goods) any Goods which do not comply with this Contract even if Blue Care have accepted or paid for those Goods.

13.5 Any:

- (a) repairs or replacement goods provided by the Supplier under this clause will be subject to the same warranty as the original Goods, from the date of repair or replacement; and/or
- (b) Defective Services that are re-performed or made good by the Supplier under this clause will be subject to the same warranty as the original Services, from the date of re-performance or the date on which the Defective Services were made good.

13.6 The Supplier will not be liable for any defect or fault in the Goods or Services that is caused by Blue Care's negligence or the negligence of Blue Care's employees.

13.7 The remedies provided in this clause do not exclude any other remedies provided by law.

14 Insurance

14.1 The Supplier must take out and maintain:

- (a) insurance for the Goods up to the time they are delivered and installed (if required) for an amount not less than their replacement value;
- (b) a comprehensive public and products liability policy to cover all sums which the Supplier may become legally liable to pay as compensation consequent upon:
 - (i) death of, or bodily injury (including disease or illness) to, any person; and
 - (ii) loss of, or damage to, property,happening anywhere in Australia arising out of or in connection with this Contract. The limit of liability provided by this policy must be not less than \$10 million, and such policy must include a principal's indemnity clause;
- (c) if the Supplier provides professional services, professional indemnity insurance for an amount not less than \$5 million or such other amount required by Blue Care in writing;
- (d) in respect of any vehicles brought onto Blue Care's site, third party property damage motor vehicle insurance for an amount not less than \$20 million or such other amount required by Blue Care in writing.
- (e) insurance in respect of all claims and liabilities arising, whether at common law or under statute relating to workers compensation or employer's liability, from any accident or injury to any person employed by the Supplier in connection with this Contract and the Supplier must ensure that all sub-contractors are similarly insured in respect of their employees. This insurance must comply with the laws of the relevant jurisdiction in which the Services are to be carried out;
- (f) a policy of insurance against any and all liability, loss and damage of any kind whatsoever (including consequential loss) arising directly or indirectly from the use, non-use, failure, breakage or any other act, omission or matter arising in respect of any plant, equipment, tools, appliances or other property owned, rented or hired by the Supplier to give effect to the supply of Goods and/or Services; and
- (g) other insurances required by law or reasonably required by us.

14.2 The Supplier must notify Blue Care immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects Blue Care's interests.

14.3 If any event occurs which may give rise to a claim involving Blue Care under any policy of insurance to be taken out by the Supplier under this clause then the Supplier must:

- (a) notify Blue Care within 14 days of that event; and
- (b) ensure that Blue Care is kept fully informed of any subsequent actions and developments concerning the relevant claim.

14.4 At Blue Care's request, the Supplier must produce evidence that the Supplier is maintaining the insurances required by this clause.

14.5 Blue Care may take out and maintain any policy of insurance required by this clause if the Supplier fails to do so. The Supplier agrees to reimburse Blue Care for any expenses Blue Care incur in taking out and maintaining any policy of insurance under this clause.

15 Liability and indemnities

- 15.1 Blue Care will not be liable to the Supplier (whether in tort or in contract) for or in respect of any loss or damage of any kind whatsoever arising directly or indirectly from any act or omission (whether negligent or otherwise) on Blue Care's part or on the part of any of Blue Care's employees, agents, contractors and/or sub-contractors in connection with or relating to this Contract.
- 15.2 The Supplier acknowledges that if the Supplier enters Blue Care's premises, the Supplier will do so at the Supplier's own risk. The Supplier must ensure that the Supplier's employees, agents, contractors and sub-contractors are also aware that they enter Blue Care's premises at their own risk.
- 15.3 The Supplier will be liable for and will indemnify Blue Care and keep Blue Care indemnified from and against any liability and/or any loss or damage of any kind whatsoever, arising directly or indirectly from:
- (a) any breach by it of any warranty or any of the terms and conditions of this Contract;
 - (b) the illness, injury or death of any of the Supplier's employees, agents, contractors and/or sub-contractors arising out of or in connection with this Contract;
 - (c) any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by:
 - (i) the Goods and/or Services; and/or
 - (ii) the entry onto, and the activities undertaken on and in, Blue Care's premises by the Supplier and/or the Supplier's employees, agents, contractors and/or sub-contractors;
 - (d) any negligence or wilful act or omission by the Supplier and/or any of the Supplier's employees, agents, contractors and/or sub-contractors in connection with this Contract;
 - (e) any claim made against Blue Care by any of the Supplier's employees, agents, contractors and/or sub-contractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal;
 - (f) any penalty imposed for breach of an applicable law in connection with the supply of the Goods and/or performance of the Services by you;
 - (g) any claim that the Goods, the Services or the results of the Services, anything the Supplier does in supplying Blue Care with the Goods and/or the Services, or Blue Care's use of the Goods or the results of the Services infringes or allegedly infringes the Intellectual Property Rights of any person.
- 15.4 Every exemption, limitation, defence, immunity or other benefit contained in this Contract to which Blue Care is entitled will also be held by Blue Care for the benefit of, and will extend to protect, each of Blue Care's employees, agents, contractors and sub-contractors (excluding the Supplier, its employees, agents, contractors and sub-contractors) and Blue Care's Related Entities and their employees, agents, contractors and sub-contractors (excluding the Supplier, its employees, agents, contractors and sub-contractors).

16 Taxes

- 16.1 Subject to clause 16.2, the Supplier is responsible for any Taxes levied on, in respect of, or in relation to, the Goods and/or Services (including without limitation any income tax) and must provide on demand documentary evidence of the payment of any such Taxes.
- 16.2 The Supplier must either satisfy Blue Care that payments made by Blue Care to the Supplier for Services are exempt from the prescribed payments system or provide duly completed deduction forms when submitting an invoice to us.
- 16.3 If GST is imposed on any supply made by the Supplier under or in connection with this Contract, the Supplier may, subject to satisfactory compliance with clauses 16.4 and 16.5, recover from Blue Care, in addition to the Price stated elsewhere in this Contract, an amount on account of GST calculated by multiplying the Price stated elsewhere by the prevailing GST rate.
- 16.4 Regardless of the time of any taxable supply made by the Supplier, it must provide a tax invoice no later than seven days after the occurrence of an event that causes the Supplier's GST liability in respect of a taxable supply to be attributed to a particular tax period. Where an adjustment event (as defined in the GST law) has occurred in relation to any supply by the Supplier under this Contract, it must provide an adjustment note to Blue Care no later than seven (7) days after that adjustment event.
- 16.5 If any monies paid or payable by the Supplier to Blue Care under any other clause of this Contract are regarded, under the GST law, as consideration (in whole or part) for a taxable supply made by Blue Care, the Supplier must pay Blue Care an additional amount on account of GST calculated by multiplying the said monies by the prevailing GST rate.

17 Assignment and sub-contracting

- 17.1 Subject to clause 17.2, neither Party may assign its rights and/or obligations under this Contract without the prior written consent of the other Party (which may not be unreasonably withheld).
- 17.2 Blue Care may assign any or all of Blue Care's obligations or rights under this Contract at any time to any Related Entity.
- 17.3 The Supplier may not sub-contract the Supplier's obligations under this Contract unless Blue Care consents to such arrangement.

18 Force majeure

- 18.1 If the occurrence of a Force Majeure Event prevents or is likely to prevent the supply of Goods or Services by the Delivery Date, the Supplier must immediately give Blue Care written notice of the Force Majeure Event. Upon receipt of such notice, Blue Care may:
- (a) request the Supplier to supply the Goods or Services by a mutually agreed alternative delivery date; or
 - (b) cancel the Purchase Order.
- 18.2 Each Party must bear their own costs and no Party will have any claim for compensation against the other arising from the cancellation of the Purchase Order pursuant to this clause.

19 EXPIRY AND TERMINATION

- 19.1 Blue Care may terminate this Contract by giving written notice to the Supplier if the Supplier:
- (a) breaches the Standing Offer Terms and Conditions;
 - (b) uses, publishes or causes to be published Blue Care logos without consent in writing of Blue Care to do so;
 - (c) fails to comply with a direction from Blue Care within the time specified in that direction or if no time is specified within a reasonable time;

- (d) engages in any activity which might conflict with Blue Care's interest under this Contract or which might be detrimental to Blue Care's reputation;
- (e) the Supplier is found to give any bribe or gratuity, bonus, or discount of any sort to any officer, employee or agent of Blue Care; or
- (f) is Insolvent.

19.2 If Blue Care terminates the Contract pursuant to clause 19.1, the Supplier shall be indebted to Blue Care for the loss, cost and damage incurred by Blue Care as a consequence of the breach and the termination.

19.3 On termination of this Contract:

- (a) Blue Care must, within 15 Business Days of the date of the notice of termination, pay the Supplier the amount due to the Supplier for the Goods supplied and the Services performed in the relevant period up to the date of termination less the likely amount of any damages which may be due pursuant to clause 19.2; and
- (b) except as set out in clause 19.3(a), the Supplier is not entitled to any other payment, including for any loss of profit or other consequential costs, losses or damage.

19.4 Blue Care's rights under this clause 19 are without prejudice to any right of action or remedy which has accrued or may accrue in favour of Blue Care.

20 Other matters

- 20.1 Any of Blue Care's rights under these Standing Offer Terms and Conditions can only be waived by Blue Care in writing.
- 20.2 Any consent required under these terms to be provided by Blue Care is ineffective unless it is provided in writing.
- 20.3 Blue Care may exercise a right, remedy or power in any way Blue Care consider appropriate.
- 20.4 If Blue Care do not exercise a right, remedy or power at any time, this does not mean that Blue Care cannot exercise it later.
- 20.5 A reference to an attachment, annexure or schedule is a reference to an attachment, annexure or schedule to this Contract and a reference to this Contract includes an attachment, annexure or schedule.
- 20.6 To the extent of any inconsistency, ambiguity or conflict between the terms and conditions of this Contract and any other terms, the terms and conditions as set out in the body of this Contract prevail.
- 20.7 The Supplier must obtain at the Supplier's own expense any necessary Licences or permits and comply with applicable laws and Australian Standards in supplying the Goods and Services to Blue Care.
- 20.8 Blue Care's rights, powers and remedies provided in these terms are in addition to any rights, powers and remedies provided by law.
- 20.9 The Supplier must not release any advertising copy or promotional material using Blue Care's name or the names of Blue Care's employees without Blue Care's written approval.

21 Governing law

- 21.1 This Contract is governed by the laws of Queensland, Australia and the Supplier and Blue Care agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

22 Definitions

- 22.1 Terms to be completed in the Details have the meaning given to those terms in the Details, once completed.

Defective Goods means Goods which are not in conformity with this Contract or are defective in design, performance, workmanship or makeup.

Defective Services means Services or the results of any Services which are not in conformity with this Contract, are of inferior quality or workmanship or are otherwise unsatisfactory.

Details means the document which contains the details of the goods to be supplied by the Supplier.

Force Majeure Event means a labour dispute, lockout, act of government, war, riot, civil disturbance, embargo, storm, tempest, fire, flood, earthquake, natural calamity or other event beyond the Supplier's or Blue Care's reasonable control.

GST means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Insolvent means being in liquidation or provisional liquidation, receivership, bankruptcy (protective or otherwise) or under administration (voluntary or otherwise), being unable to pay its debts as and when they fall due or otherwise insolvent, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors or any analogous event.

Intellectual Property Rights includes without limitation the protected rights attaching to inventions, patents, registered designs, trade marks, copyright, circuit layouts and confidential information.

Licences means all licences, qualifications, registrations and other statutory requirements necessary for the supply of Goods and/or Services under this Contract.

Price means the price set out in **Error! Reference source not found.** or as otherwise agreed with Blue Care which is exclusive of GST (unless expressly stated) but inclusive of all other costs and charges including duty, freight, packing, insurance and delivery in accordance with Blue Care's requirements.

Related Entity has the meaning given in the Corporations Act 2001 (Cth).

Taxes means any and all present and future sales, use, personal, property, real property, value added, goods and services, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on Blue Care's net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable.

Warranty Period means the period of 24 months from the date of delivery of the Goods or 12 months from the date of installation or initial use of the Goods, whichever is the later and/or 12 months from the date on which the Service is performed.

22.2 Headings and catchwords are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Contract, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) **(legislation)** legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) **(documents/agreements)** a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) **(parties)** a party to this Contract or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) **(persons)** a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) **(parts of things)** anything (including a right, obligation or concept) includes each part of it.
- (b) **(examples)** If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (c) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (d) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (e) **(this Contract)** A reference to this Contract includes the agreement recorded by this Contract.
- (f) **(GST wording)** Words defined in the GST Act have the same meaning in clauses concerning GST.