



# Purchase of Products and/or Services Terms and Conditions

- 1.1 These terms and conditions (“Terms”) alone govern the purchase of the products and/or services specified by NTT Australia Pty Limited ABN 65003371239 (“NTT”) in the purchase order that references these Terms (“the Purchase Order”), unless NTT has entered into a separate agreement with the supplier named in the Purchase Order and these terms are inconsistent with that agreement.
- 1.2 NTT reserves the right to cancel the Purchase Order at any time prior to the supplier accepting it. NTT also reserves the right to cancel the Purchase Order on not less than 48 hours’ notice before the scheduled delivery date.
- 1.3 The supplier must:
- (a) send a detailed order confirmation with an expected delivery date for the products and services within 48 hours of receipt of the Purchase Order;
  - (b) specified on the Purchase Order all shipments unless advised otherwise in writing by NTT;
  - (c) accompanied by a delivery docket which clearly states the Purchase Order number (if delivery to NTT) or the End User’s Purchase Order number (if drop shipped) as well as the part numbers, product descriptions and quantities being delivered;
  - (d) ship the products in compliance with NTT’s freight guidelines which may be requested from [purchasingrequest@global.ntt](mailto:purchasingrequest@global.ntt);
  - (e) not deliver the products to the end customer with the invoice to NTT attached;
  - (f) not part ship the products unless specified on the Purchase Order or advised in writing by NTT.
- 1.2 The supplier must inspect all products and deliverables before delivering them to NTT. NTT may reject or return any products or deliverables which fail NTT’s in coming acceptance tests (at the supplier’s expense) for credit, rebate of the purchase price or replacement.
- 1.3 The supplier must notify NTT immediately if it becomes aware of any expected or potential delay in delivery.
- 1.4 The supplier must properly package the products and label each container to indicate the applicable purchase order number(s), quantities, NTT and Supplier contact names and numbers. The Supplier must also ensure that a packing slip accompanies each delivery.
- 1.5 The Supplier must notify NTT immediately upon becoming become aware of any expected or potential delay in delivery.
- 1.6 Prices in the Purchase Order must remain fixed for all scheduled deliveries. Prices are deemed to include charges such as GST, customs duties, sales tax, inspection, packaging and shipping costs unless separately identified in the Purchase Order. NTT will only pay GST if the supplier issues a valid tax invoice.
- 1.7 The supplier warrants that:
- (a) the products and service shall conform with the description;
  - (b) a product or service does not contain any defect that prevents it from operating in accordance with any description, specifications and other documentation;
  - (c) it has all necessary consents and approvals to enter into this contract to supply the products and services to NTT.
- 1.8 The supplier warrant that the products:
- (a) are new;
  - (b) are free of all encumbrances;
  - (c) are free from defects in design and workmanship;
  - (d) conform to applicable Australian standards and to applications, drawings, samples or other descriptions referenced on the face of the Purchase Order or contained in attachments and exhibits;
  - (e) are safe and not a danger to health; and
  - (f) are free of any viruses as delivered.
- 1.9 The supplier must at its cost, without undue delay after NTT notifies Supplier of a defect, rectify, modify, repair or replace a product or deliverable to ensure that the same performs in accordance with the above warranties.
- 1.10 The supplier must perform the work required under the Purchase Order without delay and without limiting that obligation will complete the work in accordance with any timetable as agreed in writing.
- 1.11 The supplier warrants that it will perform all services in a proper and workmanlike manner and will ensure that the services are performed by competent and qualified professional or trades persons.
- 1.12 All warranties contained in the Sale of Goods Act, the Competition and Consumer Act and any other similar legislation expressly apply to the products and services supplied under these Terms. The supplier must immediately investigate any defects and repair or resupply the defective deliverables within 48 hours of NTT notifying the supplier of the defects or such longer time as the parties may agree.
- 1.13 NTT must pay each invoice within 30 days after the end of the month in which it receives a correctly rendered invoice provided NTT has approved the invoice and the supplier has delivered conforming products or

satisfactorily completed services. NTT may make adjustments for payments made for returned products or for any overpayments by deducting them from subsequent payments or at NTT's option, the supplier must promptly repay such adjustments or overpayments to NTT upon request.

- 1.14 NTT may cancel the Purchase Order in whole or in part at any time by written notice if the supplier:
- (a) fails to comply with any terms or conditions of the Purchase Order;
  - (b) becomes insolvent or makes an assignment for the benefit of creditors or a receiver or similar officer is appointed to take charge of all or part of the supplier's assets;
  - (c) merges with or is acquired by a third party; or
  - (d) attempts to assign any of its rights or obligations under the Purchase Order without NTT's prior written consent.
- 1.15 In the case of software supplied for re-supply by NTT, the supplier grants, or must ensure that the manufacturer grants to NTT a non-exclusive right to supply or sub-licence the software product to its customers. The supplier must, at the same time it delivers the software, provide NTT with copies of the licence agreement for supply to customers. The supplier (or the manufacturer if the supplier is not the manufacturer) retains all right, title and interest in and to the software product, including all rights under any applicable patents, copyright, trademarks, and trade secrets.
- 1.16 The supplier indemnifies and must defend at its expense, any demand, claim or action against NTT alleging that deliverable that the supplier has supplied infringes any patent, copyright, trademark, trade secret or other intellectual property interest. If a final injunction against the use of the deliverable results from such a claim or if NTT reasonably believes such is likely, the supplier must, at its own expense, obtain for NTT or its customer the right to continue using the deliverables or replace or modify them so they become non-infringing but functionally equivalent.
- 1.17 The supplier must neither disclose to any person outside its employ, nor use for purposes other than performance of the Purchase Order, any information of a confidential nature that NTT has disclosed to the supplier, including but not limited to the specifications, prices and descriptions in the Purchase Order to the extent that they are not publicly available. Upon request, the supplier, at NTT's request, must promptly return NTT's documentation, and materials.
- 1.18 The supplier warrants that in providing the products and services it has and will comply with all applicable laws and regulations including, but not limited to radiation, emission and safety standards. On NTT's request, the supplier must certify its compliance with any applicable law or regulation.
- 1.19 The Purchase Order is governed by the laws of the state of New South Wales, Australia. The provisions of any attachments or exhibits to the Purchase Order apply to and form part of the Purchase Order.
- 1.20 These Terms and the applicable purchase order constitute the entire agreement between the parties on the subject matter and supersede any previous understanding or agreement on that subject matter.