

These are the conditions upon which (subject to any variation agreed in writing) the Vendor sells Works to Levande.

1. In these Conditions:

- (a) **Conditions** means these Conditions of Order (Goods & Services) which together with an Order form the contract between Levande and the Vendor.
- (b) **Goods** means the goods described in an Order.
- (c) **GST** means the goods and services tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (d) **Jurisdiction** means the relevant State or Territory in which the Works are to be carried out.
- (e) **Levande** means the relevant entity/ties corresponding to the applicable Site/s as specified in Schedule 1.
- (f) **Order** means a written purchase order for Works which is given by a representative of Levande to the Vendor.
- (g) **Price** means the price for the Works (including any and all applicable delivery or freight costs) as agreed between Levande and the Vendor:
 - (i) as described in the Order; or
 - (ii) if no price is set out in the Order, then the price set out in the most recent schedule of prices agreed between Levande and the Vendor.
- (h) **Proportionate Liability Legislation** means, if the Jurisdiction is:
 - (i) the Australian Capital Territory, Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
 - (ii) New South Wales, Part 4 of the *Civil Liability Act 2002* (NSW);
 - (iii) Queensland, Part 2 of the *Civil Liability Act 2003* (Qld);
 - (iv) South Australia, Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
 - (v) Victoria, Part IVAA of the *Wrongs Act 1958* (VIC); or
 - (vi) Western Australia, Part 1F of the *Civil Liability Act 2002* (WA).
- (i) **Scope** means any documents or statements describing the Works provided to Levande and as referred to in the Order, or in the absence of such a description or statement in the Order then the Vendor's published specifications for the Works.
- (j) **Services** means the services described in an Order.
- (k) **Site** means the site/s referred to in the Order.
- (l) **Statutory Requirement** means any statute, regulation, order, rule, subordinate legislation or other obligation enforceable under any statute, regulation, order, rule or subordinate legislation.
- (m) **Vendor** means the relevant entity identified as the 'vendor' in the Order.
- (n) **WHS** means work health and safety.
- (o) **Working Day** means any day other than:
 - (i) a Saturday, Sunday or public holiday in the relevant Jurisdiction; or
 - (ii) a day which is between 27 December - 31 December in any year.
- (p) **Works** means the Goods and/or Services (as applicable).

2. The parties agree that:

- (a) unless otherwise agreed in writing between the parties, these Conditions apply to any Order Levande places with the Vendor;
- (b) each time the Vendor accepts an Order from Levande, the Vendor accepts these Conditions which supersede all prior correspondence between the parties regarding the subject matter of the Order;
- (c) the Vendor will be deemed to have accepted an Order on the earlier of:

- (i) when the Vendor issues a written acceptance or acknowledgement of receipt of an Order (not otherwise rejecting it); or
 - (ii) 1 Working Day after the Order is sent (if the Vendor does not notify Levande before this time that it does not accept the Order); and
- (d) Levande expressly rejects the Vendor's sale or service terms and under no circumstances will acceptance of, or payment for Works constitute acknowledgement or acceptance of the Vendor's sale or service terms.
3. Levande may cancel or vary an Order (in full or part) by providing written notice to the Vendor at any time prior to the Goods being delivered or the Services being supplied without any liability to the Vendor for such cancellation or variation.
4. If the Order is for Goods, the Vendor must supply the Goods to Levande:
- (a) at the Site;
 - (b) in accordance with the Scope;
 - (c) in the quantity and at the Price;
 - (d) by the time and date specified in the Order or as otherwise specified by Levande in writing;
 - (e) in a fit and proper condition and properly packed for delivery; and
 - (f) including installation and/or assembly, as specified in the Order.
5. If the Order is for Services, the Vendor must supply the Services to Levande:
- (a) at the Site;
 - (b) with all due skill and care;
 - (c) in accordance with the Scope;
 - (d) in compliance with any Statutory Requirements relating to the Services or supply of the Services and any other requirements relevant to providing Services to Levande as notified to the Vendor or contained in the Order;
 - (e) in a manner which prevents (or if not possible to prevent, limits) any impact on Levande's operations; and
 - (f) in a manner which does not present a hazard, and if applicable, co-operatively coordinates with other contractors working at the Site.
6. If the Vendor will be unable to supply the Works by the date specified in the Order, it must notify Levande in writing immediately. Changes to the date for supply will only be permitted where the Vendor has obtained Levande's prior written consent.
7. Delivery of only part of the Works specified in an Order will not be accepted unless in exceptional circumstances and in any event not without Levande's prior written consent.
8. In the case of delivery of Goods, the Vendor must obtain the signature and printed name of the Levande personnel on staff to accept delivery of the Goods (**Proof of Delivery**). It is the Vendor's responsibility to keep and maintain the Proof of Delivery. In the event there is a dispute in relation to unpaid invoices under these Conditions, the Vendor will be required to produce the Proof of Delivery as evidence of Goods delivered to Levande.
9. When supplying Goods to Levande, the Vendor must ensure that all invoices, packing slips and all other correspondence relating to the Order include the following details:
- (a) the name of the Levande representative who made the Order; and
 - (b) a Levande purchase order number as printed on the Order or as otherwise notified by a representative of Levande to the Vendor.
10. Levande is unable to acknowledge receipt of the Works nor process payment for the Works unless the purchase order number is included in the documentation issued by the Vendor in relation to the Works.
11. The Vendor acknowledges that invoices which do not quote the purchase order number will be returned to the Vendor for insertion of the required information.
12. For each Order for Goods, Levande will inform the Vendor whether it accepts the Goods after Levande has had an opportunity to inspect the Goods supplied.
13. If the Vendor does not supply the Goods in accordance with these Conditions, then Levande may, at its complete discretion:
- (a) accept the Goods, if Levande informs the Vendor that it will do so; or
 - (b) refuse to accept the Goods in which case:
 - (i) Levande will inform the Vendor to collect the Goods from it; and

- (ii) the Vendor must do so immediately, at the Vendor's cost.
14. If:
- (a) the Vendor has supplied the Works in accordance with the Order and (in the case of the supply of Goods) Levande accepts the Goods; and
- (b) the Vendor has issued a valid tax invoice to Levande which:
- (i) includes the Vendor's ABN;
 - (ii) reflects the terms of the Order;
 - (iii) identifies the amount of GST payable;
 - (iv) includes Levande's purchase order number;
 - (v) includes the relevant Levande contact in relation to the Order;
 - (vi) includes the Vendor's bank account details to enable EFT payment transmission; and
 - (vii) is sent electronically to accountspayable@levande.com.au;
- (Invoice) then Levande will pay the Vendor the Price (subject to any adjustment Levande may be entitled to apply under clause 18).
15. Payment will be made by Levande by electronic funds transfer by not less than 20 Working Days (unless otherwise specified in the Order) from the date on which Levande receives the valid Invoice from the Vendor in accordance with clause 14.
16. The Vendor acknowledges that no amount will be due and payable by Levande in respect of any such supply unless Levande has received from the Vendor the valid Invoice in accordance with clause 14.
17. The Price for all Works supplied under an Order is inclusive of GST.
18. Levande is entitled to deduct any money owed to it (for any reason) by the Vendor from any amount payable by Levande to the Vendor.
19. The Vendor makes the following representations and warranties and it is a condition of these Conditions and any Order that:
- (a) in the case of Goods supplied by the Vendor, they will:
- (i) be free of any charges, encumbrances and all other adverse interests (including any Security Interest as defined in the *Personal Property Securities Act 2009* (Cth));
 - (ii) be new, free from any defects in design, materials and workmanship, safe, fit for purpose for which they are sought, and of merchantable quality;
 - (iii) be stored, delivered, transported and handled in accordance with best industry practice;
 - (iv) comply with the Scope; and
 - (v) comply with all relevant standards and industry codes;
- (b) in the case of Services provided by the Vendor, they will:
- (i) comply with all reasonable directions of Levande;
 - (ii) be supplied with due care, skill and diligence that would be expected of a skilled professional experienced in providing the same or similar services;
 - (iii) be supplied to the best industry standards; and
 - (iv) comply with all relevant standards and industry codes;
- (c) the Vendor, its employees, agents and subcontractors have the necessary facilities, equipment and suitably qualified personnel to prepare and supply the Works;
- (d) the Vendor holds all necessary licenses, permits and registrations required it by and to comply with the Statutory Requirements applicable to the Works; and
- (e) the Vendor will perform all of its obligations under an Order in accordance with the Statutory Requirements applicable to the Works.
20. If a Works does not comply with any of the warranties set out at clause 19, then without prejudice to any other remedies available to Levande (and notwithstanding that Levande may have already paid for the Works, taken delivery of the Works and/or accepted the Works), Levande may:
- (a) refuse to accept any subsequent supply of Works from the Vendor which the Vendor attempts to carry out;
 - (b) reject some or all of the Works and return them to the Vendor at the Vendor's risk and cost; and
 - (c) require the Vendor to rectify the failure or replace the rejected Works or to provide a full refund of the price paid for the Works to Levande.
21. The Vendor:
- (a) warrants that the supply of the Works to Levande will not infringe any patent, copyright, trade secret or other rights, whether proprietary, contractual or equitable, of any third party, in Australia or elsewhere; and
 - (b) indemnifies Levande against any loss, damage, cost, liability or expense arising out of any breach or claimed breach of this warranty.
22. The Vendor must not, without the prior written consent of Levande, disclose to anyone else (including by way of advertising) the existence or details of any Order, unless that disclosure is required by law or is reasonably necessary to enable the Vendor to supply the Works to Levande.
23. The Vendor indemnifies and will keep Levande indemnified in respect of any loss or liability (including legal costs and expenses on a full indemnity basis and whether incurred or awarded against Levande) that Levande may suffer or incur a result, whether directly or indirectly, of:
- (a) any breach by the Vendor of these Conditions or an Order;
 - (b) any defect in the Works;
 - (c) any death or injury to a person, or any loss or damage to Levande's or a third party's real or personal property caused by the Vendor's act or omission or the Works; and/or
 - (d) any negligent or wilful act or omission of the Vendor.
24. The Vendor must maintain the following insurances:
- (a) combined public and product liability insurance with a minimum limit of indemnity of \$20 million;
 - (b) where the Vendor is supplying Services, it must maintain professional indemnity insurance with a minimum limit of indemnity of \$10 million;
 - (c) workers compensation insurance; and
 - (d) insurance covering the Vendor for any loss or damage to any of the Vendor's property used directly or indirectly in connection with the Works.
25. The Vendor must:
- (a) comply with all Statutory Requirements related to WHS;
 - (b) exercise and implement all precautionary measures necessary to ensure the work health and safety of and the welfare of all workers and other persons, members of the public and other third parties who may be affected by the execution of the Services; and
 - (c) eliminate where possible work health and safety risks or where elimination is not possible, minimise WHS risks.
26. The parties agree that, to the extent permitted by law, the operation of the Proportionate Liability Legislation is excluded in relation to all and any rights, obligations and liabilities under these Conditions or any Order whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise at law or in equity.
27. No rule of construction applies to the disadvantage of a party on the basis that the party put forward these Conditions, any Order or any part of it.
28. If any part of these Conditions is unenforceable or illegal it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or offending part) is to be severed from these Conditions without affecting the enforceability, validity or legality of these Conditions.
29. Any clause of these Conditions capable either expressly or by implication to have continuing effect after fulfilment or termination of these Conditions or any Order, shall survive termination.
30. These Conditions are governed by the laws of the Jurisdiction.

Schedule 1 – Levande

SITE	STATE	LEVANDE	ABN
Ridgecrest Village	ACT	Ridgecrest Village Pty Limited	99 006 355 059
Bellevue Gardens Retirement Village	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
Bexley Gardens	NSW	Levande Pty Ltd	80 087 648 691
Camden View Village	NSW	Levande Pty Ltd	80 087 648 691
Cardinal Freeman Retirement Village	NSW	Levande Pty Ltd	80 087 648 691
Castleridge Retirement Resort	NSW	Castleridge Retirement Village Pty Ltd	91 002 753 326
Golden Ponds Resort	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
Lincoln Gardens Retirement Village	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
Lourdes Retirement Village	NSW	Levande Pty Ltd	80 087 648 691
Macarthur Gardens Retirement Village	NSW	Australian Retirement Services No. 1 Pty Ltd	36 068 408 051
Macquarie Grove Retirement Village	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
Maybrook Village	NSW	Maybrook Retirement Village Pty Ltd	95 000 463 463
Parklands Village	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
Queens Lake Village	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
The Cove Village	NSW	Levande Pty Ltd	80 087 648 691
The Village Swansea	NSW	Levande Pty Ltd	80 087 648 691
Wamberal Gardens Retirement Village	NSW	Levande Pty Ltd	80 087 648 691
Waratah Highlands Village	NSW	Australian Retirement Investment Company Pty Ltd	89 112 451 180
Willowdale Retirement Village	NSW	Willowdale Retirement Company Pty Limited	85 606 633 005
The Willows Retirement Village	NSW	Levande Pty Ltd	80 087 648 691
Bellcarra Retirement Resort	QLD	Salford Living Pty Limited	11 096 964 591
Birtinya Retirement Village	QLD	Birtinya Retirement Living Pty Limited	62 657 212 185
Farrington Grove Retirement Estate	QLD	Farrington Grove Retirement Village Pty Limited	55 152 691 999
Fig Tree Village	QLD	Australian Retirement Services No. 1 Pty Ltd	36 068 408 051
Greenleaves Retirement Village	QLD	Greenleaves Village Pty Limited	16 006 246 546
Newport	QLD	Newport Retirement Village Pty Ltd	64 627 500 136
North Lakes Retirement Resort	QLD	Australian Retirement Services No. 1 Pty Ltd	36 068 408 051
Pine Lake Village	QLD	Pine Lake Village Pty Limited	95 005 763 379
		and Pine Lake Management Services Pty Limited	39 005 838 415
Salford Waters Retirement Estate	QLD	Salford Living Pty Limited	11 096 964 591

SITE	STATE	LEVANDE	ABN
Bay Village	SA	Levande Pty Ltd	80 087 648 691
Hillsview Village	SA	Levande Pty Ltd	80 087 648 691
Lightsview Retirement Village	SA	Levande Pty Ltd	80 087 648 691
Ridgehaven Rise	SA	Levande Pty Ltd	80 087 648 691
Salford Retirement Village	SA	Salford Living Pty Limited	11 096 964 591
Somerton Park	SA	Levande Pty Ltd	80 087 648 691
The Grange Retirement Estate	SA	Salford Living Pty Limited	11 096 964 591
Unity Retirement Village	SA	Salford Living Pty Limited	11 096 964 591
Villas at Brighton	SA	Levande Pty Ltd	80 087 648 691
Villas on Fullarton	SA	Levande Pty Ltd	80 087 648 691
Walnut Grove Estate	SA	Levande Pty Ltd	80 087 648 691
Arilla Village	VIC	ARC Joint Ventures Pty. Ltd.	53 120 292 266
Donvale Village	VIC	Australian Retirement Services No. 1 Pty Ltd	36 068 408 051
Gillin Park	VIC	Salford Living Pty Limited	11 096 964 591
Gowanbrae Village	VIC	ARC Joint Ventures Pty Limited	53 120 292 266
Highlands Village	VIC	Highlands Retirement Village No.1 Pty Ltd	29 142 417 703
Knox Village	VIC	Knox Village Pty Limited	73 005 382 516
Mernda Retirement Village	VIC	Mernda Retirement Village Pty Limited	81 164 088 304
Midlands Terrace Retirement Village	VIC	Midlands Terrace Retirement Village Pty Ltd	18 005 136 407
Oak Grange	VIC	Oak Grange Pty Limited	91 005 728 094
Patterson Village	VIC	Patterson Village Pty Limited	71 005 382 507
Plenty Valley Village	VIC	ARC Joint Ventures Pty Limited	53 120 292 266
Salford Park	VIC	Salford Living Pty Limited	11 096 964 591
Selandra Rise Retirement Village	VIC	Selandra Rise Retirement Village Pty Limited	34 159 080 252
Tarneit Skies Retirement Village	VIC	Tarneit Skies Retirement Village Pty Ltd	50 087 648 940
Templestowe Retirement Village	VIC	Templestowe Retirement Village Pty Limited	43 005 908 903
The Lakes Estate	VIC	Australian Retirement Services No. 1 Pty Ltd	36 068 408 051
Vermont Retirement Village	VIC	Vermont Retirement Village Pty Limited	88 005 625 141
Wantima Village	VIC	Wantima Village Pty Limited	87 006 334 318