

Request for Quotation Conditions

By submitting a Quotation, you acknowledge that you are bound by the following conditions (the **RFQ Conditions**):

- (a) your Quotation must remain valid and open for 90 days from date of receipt of the Quotation;
- (b) you must carefully check the contents of the RFQ, and you must provide the Quotation at your own cost and risk;
- (c) you must comply with all laws;
- (d) you must comply with any reasonable requirements or directions of Sunwater regarding safety and the environment;
- (e) if you collect or have access to Personal Information (as defined in the *Privacy Act 1988* (Cth)) in connection with the RFQ or the Supply, you must comply with all requirements of the *Privacy Act 1988* (Cth);
- (f) you and any subcontractor you engage must comply with:
 - (i) the Queensland Government policy titled 'Ethical Supplier Mandate' or any policy that replaces that policy;
 - (ii) the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy or any policy that replaces that policy; and
 - (iii) failure to comply may result in the imposition of a demerit, sanction or show cause notice;
- (g) all information provided to you in connection with this RFQ and the Supply is strictly confidential (**Confidential Information**), and you must not disclose Confidential Information except to the extent that:
 - (i) Sunwater has given its prior written consent to disclosure of the Confidential Information;
 - (ii) the disclosure of the Confidential Information is required by law;
 - (iii) the Confidential Information is in the public domain, other than due to a breach of these RFQ Conditions; or
 - (iv) the Confidential Information is disclosed to your employees or advisors who are subject to corresponding obligations of confidentiality;
- (h) this RFQ is not an offer by Sunwater. No contract will exist between you and Sunwater in respect of the Supply until Sunwater enters into a written contract with you and formally authorises you in writing to commence the Supply;
- (i) any intellectual property rights in your Quotation will, as between Sunwater and you, belong to you. You agree to grant to Sunwater a non-exclusive, royalty-free, perpetual, assignable licence to use, reproduce and adapt your Quotation as Sunwater sees fit for the Supply;
- (j) any intellectual property rights created in connection with the Supply vest in or are immediately assigned to Sunwater upon its creation;
- (k) you indemnify Sunwater against any loss or liability arising from third party claims in connection with any intellectual property rights in your Quotation or in connection with the Supply;
- (l) Sunwater may at its absolute discretion seek quotations from others, not proceed with or change its requirements for the Supply, adopt or vary any process or criteria for the evaluation of quotations, decline to accept the lowest quotation, or any quotation, or deal with others in connection with the Supply;

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- (m) Sunwater does not warrant, guarantee or accept any liability regarding the completeness, accuracy, adequacy or correctness of any information provided regarding this RFQ;
- (n) in no circumstances will Sunwater or the Sunwater Representative or any of their respective directors, officers, employees, agents or advisors be liable to you whether in contract, tort (including negligence or misrepresentation), under statute (to the extent permitted by law) or otherwise for any costs, losses, expenses, liabilities or damages incurred or suffered by you:
 - (i) in acting upon these RFQ Conditions in preparing a Quotation or in otherwise acting in reliance upon these RFQ Conditions;
 - (ii) arising out of or in connection with your participation in the RFQ process in any way whatsoever;
 - (iii) arising out of or in connection with the exercise, or failure to exercise, by Sunwater or the Sunwater Representative, of any of their rights under these RFQ Conditions;
- (o) you will have no recourse against Sunwater or the Sunwater Representative or their respective employees, agents or advisors in relation to any decision by Sunwater in relation to the selection of any successful offerors; and
- (p) the RFQ is governed by the laws of Queensland and you irrevocably submit to the non-exclusive jurisdiction of courts with jurisdiction there.