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# DINA CORPORATE P/L

## NOTICE TO SUPPLIERS AND MANUFACTURERS OF

# TERMS OF PURCHASE

Circulated to Suppliers and Manufacturers and published at: [www.dinacorporate.com.au/supplierinfo/](http://www.dinacorporate.com.au/supplierinfo/) - July 2013 / Dec 2013

All Purchase Orders placed by DINA Corporate P/L ABN 45 094 707 614 (DINA) for Goods and Services with its Suppliers and Manufacturers are made subject to the Supplier agreeing to and complying with these circulated and published "Terms of Purchase" (Terms). **Acceptance of a Purchase Order from DINA by a Supplier or Manufacturer will signify the Supplier's acceptance and intention to comply with the Terms contained herein.**

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### 1. SUPPLY OF GOODS AND SERVICES

- 1.1. All Goods and/or Services are purchased by DINA subject to the following Terms which shall prevail over all other Terms and Conditions, unless a separate agreement in writing has been specifically agreed between the parties and any conditions to the contrary contained herein are expressly excluded.
- 1.2. By accepting a Purchase Order from DINA the Supplier is acknowledging acceptance of these Terms which are referenced on DINA Purchase Orders, are circulated by email (PDF attachment) to all Suppliers, and are publicly advertised and posted for viewing on the DINA internet at: [www.dinacorporate.com.au/supplierinfo/](http://www.dinacorporate.com.au/supplierinfo/).

### 2. PRICE FOR GOODS AND SERVICES

- 2.1. DINA will pay the Price agreed with the Supplier for the Goods and /or Services.
- 2.2. The Price include the cost of packaging, transport and delivery, customs duty (and any other duties, taxes or levies), insurances and loading and unloading at the point of delivery.
- 2.3. Unless otherwise stated, the total Purchase Order price as indicated in the Purchase Order is in Australian currency excluding GST and is fixed and firm, not subject to escalation for the duration of the Purchase Order; and includes all packing, testing and documentation costs.

### 3. RISK AND TITLE IN GOODS AND SERVICES

- 3.1. Title to and property in the Goods shall pass to Dina on the first to occur of payment of any part of the Purchase Order price or delivery to the place specified in the Purchase Order. Such Goods yet to be delivered by Supplier shall be appropriately marked and identified as the property of DINA.
- 3.2. Risk in the Goods shall remain with Supplier until the time DINA takes delivery of the Goods unless otherwise as expressly stated in the Purchase Order. Any loss or damage to Goods howsoever caused when under Supplier's risk shall at its own cost be rectified by Supplier and thereafter when the risk in the Goods has transferred to DINA, Supplier shall be liable for any loss or damage to such Goods to the extent caused by its negligence, willful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order.

### 4. SEVERABILITY OF PROVISIONS

- 4.1. Where DINA agrees by way of a separate instrument in writing to an alternative condition/s of purchase (for instance - Payment Terms) then that condition/s shall take precedence and supersede the relevant condition contained herein, but only to the extent that it is necessary to give effect to that separate instrument and the remaining Terms herein shall continue as binding and essential conditions for all Purchase Orders placed by DINA with the Supplier.

### 5. TIME IS OF THE ESSENCE

- 5.1. Due to the nature of its business and the performance and service levels agreed under contracts between DINA and its Customers, the delivery of every DINA Purchase Order is time critical and that "Time is of the Essence".
- 5.2. By accepting a Purchase Order from DINA the Supplier acknowledges that "Time is of the Essence" and if by reason of the failure of the Supplier to meet its delivery requirements DINA is held liable by its Customers for any penalty, liquidated damages, service credit and or other damages or consequential losses, then DINA may at its option recover these from the Supplier.

### 6. NO CONTRACTING OUT OF RESPONSIBILITY

- 6.1. Under no circumstances will DINA negotiate or accept a counter offer or proposition from a Supplier whereby the Supplier seeks to exclude or absolve itself or limit its liability to DINA for damages as a consequence of its failure to comply with – "Clause 8 Supplier Representation And Warranty For The Safety And Quality Of Goods And Services", and "Clause 9 Supplier Representation And Warranty For Ethical Behaviour and Environmental Management" (hereinafter) – in the supply of Goods and Services to DINA.

## 7. IMPROPER INDUCEMENT, INFLUENCE OR BEHAVIOUR

- 7.1. The Supplier represents and warrants on a continuing basis that it will not do anything to improperly or unlawfully induce, reward or influence any person in relation to any work for a Purchase Order from DINA in the supply or acquisition of Goods and Services, including all of the following:
  - 7.1.1. Directly or indirectly offering, soliciting, giving, agreeing to give or receiving any gift, commission, rebate, money or consideration of any kind as an inducement or reward for improperly or unlawfully doing, not doing, influencing, favouring, disfavouring or carrying out any act.
  - 7.1.2. Seeking to influence decisions by improper means.
  - 7.1.3. Any other conduct which would constitute a breach of secret commissions provisions of any applicable legislation.

## 8. SUPPLIER REPRESENTATION AND WARRANTY FOR THE SAFETY AND QUALITY OF GOODS AND SERVICES

- 8.1. The Supplier represents and warrants that the Goods and Services supplied to DINA:
  - 8.1.1. comply with any Specification provided by DINA;
  - 8.1.2. do not infringe any right of any third party (including, without limitation, any Intellectual Property and or Moral Rights etc.), or applicable law, statute, regulation, code or rule;
  - 8.1.3. are fit for the purpose which DINA intends to supply or use them or for which they are commonly used;
  - 8.1.4. correspond with any description or sample the Supplier has previously provided to DINA; and
  - 8.1.5. comply with all relevant legislation.
- 8.2. The Supplier represents and warrants that the Goods supplied to DINA:
  - 8.2.1. are not defective and are of merchantable quality;
  - 8.2.2. are intended to be worn and or are a component to be used in the manufacture of clothing and or workwear apparel and related goods and accessories, and:
    - 8.2.2.1. **are fit for human use** including primary skin contact;
    - 8.2.2.2. **comply in all respects** with all relevant provisions of all applicable trade practices, health, occupational and work safety, AS/NZS, UK and EU (REACH) product compliance Standards, OEKO-TEX® Standard 100 (Confidence in Textiles) and all relevant Australian legislation;
    - 8.2.2.3. **are not contaminated** in any way or contain chemicals or residues or traces of substances or materials harmful to human health, including but not limited to the following:
      - 8.2.2.3.1. **AZO dyestuffs “Banned”** (all fibre types, can form carcinogenic amines). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.2. **Skin Sensitising Disperse Dyes** (polyester, acetate and disperse dyed nylon). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.3. **Alkyl Phenyl Ethoxylates (AEPO's)** (detergent, wetting and emulsifying agent). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.4. **Organo Tin Compounds** (all fibre types, preservative and stabiliser sometimes catalyst). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.5. **PCP pentachlorophenol and derivatives** (cotton, viscose preservative on greige, toxic). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.6. **Mercury** (cotton, made by mercury cell process, toxic). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.7. **Mothproofing, Permethrin and Analogues** of these (wool, cashmere angora, potential nerve agent and toxic) These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.8. **PFOS** (all fibre types, water repellent finishes based on 8 chain fluorocarbon finishes, health risks and persistent in the environment). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.9. **PFOA** (all fibre types, water repellent finishes based on telomerisation, environmentally persistent and suspected health risks). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.10. **Dye Carriers** (dye polyester and blends, toxic, irritants and carcinogens). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.11. **Chromium VI** (wool, cashmere and angora, used in after chrome wool dyeing, toxic carcinogen). These are Not Permitted in Products Supplied to DINA;
      - 8.2.2.3.12. **PVC** – various applications, not permitted in children’s clothing, releases dioxins on combustion - Written consent required for any use in DINA Products - any presence of this substance must be at levels no greater than is appropriate for the safe end use of the particular product;
      - 8.2.2.3.13. **Phthalates** - not permitted in children’s clothing, softens PVC - Written consent required for any use in DINA Products - any presence of this substance must be at levels no greater than is appropriate for the safe end use of the particular product;
      - 8.2.2.3.14. **Formaldehyde** – use with cotton and viscose, commonly as fixer (maximum finished product limit < 60ppm adults and limit < 20ppm children’s garments - );
      - 8.2.2.3.15. **Aromatic Hydrocarbons** – use in panel printed or scoured fabrics. Written consent required for any use in DINA Products - maximum finished product limit < 1ppm
      - 8.2.2.3.16. **Biocidal Finishes** (use in all fibre types and leather, severe skin irritant). These are Not Permitted in Products Supplied to DINA;

- 8.2.2.3.17. **DMFu – Dimethyl Fumarate** (leather and footwear, severe skin irritant). These are Not Permitted in Products Supplied to DINA;
- 8.2.2.3.18. **Flame Retardants** – use with cotton, suspected toxic risks - Written consent required for any use in DINA Products - any presence of this substance must be at levels no greater than is appropriate for the safe end use of the particular product – maximum finished product limits < 5ppm for penta-, hexa-, and octa-, brominated biphenyl esters, PCBs and PCT's;
- 8.2.2.3.19. **Phalates** (mock leathers and prints, hormone disruptors). These are Not Permitted in Products Supplied to DINA;
- 8.2.2.3.20. **Chlorine Based Bleach** – cotton concern over AOX formation (use safe suitable alternative);
- 8.2.2.3.21. **Cadmium** – various fabrics etc., pigments, dyes, fibres and alloys, allergenic (maximum finished product limit < 4ppm);
- 8.2.2.3.22. **Nickel** – various fabrics etc., green and turquoise dyes, toxic (maximum finished product limit < 0.1ppm);
- 8.2.2.3.23. **Antimony** (various products, fibres and flame retardants, toxic). These are Not Permitted in Products Supplied to DINA;
- 8.2.2.3.24. **Lead** – various products, pigments, toxic (maximum finished product limit < 1ppm);
- 8.2.2.3.25. **Copper** – various products, toxic (maximum finished product limit - Adults < 30ppm, infants <10ppm);
- 8.2.2.3.26. **Chromium** – various products, toxic (maximum finished product limit - Adults < 2ppm, infants <1ppm);
- 8.2.2.3.27. **Other Heavy Metals** – various products, toxic (maximum finished product limit <1ppm);
- 8.2.2.3.28. **Potassium Permanganate** (denim, localised bleaching agent, toxic for workers). These are Not Permitted in Products Supplied to DINA - other safe processes must be used unless PPE is worn by workers manufacturing these garments and the garments must be free of residues;
- 8.2.2.3.29. **Some Sequestrates** (e.g. EDTA) (water softening additive, damage watercourses). Written consent required for any use in DINA Products - any presence of these substances must be at levels no greater than is appropriate for the safe end use of the particular product;
- 8.2.2.4. **do not contain substances which are prohibited by law**, such as hormone disruptors, skin irritants, allegeneous, toxic and carcinogenic dyestuffs, chemicals, compounds, treatments, materials and finishes;
- 8.2.2.5. **comply with the limits set for substances which are regulated by law**, such as formaldehyde, softeners, heavy metals or pentachlorophenol;
- 8.2.2.6. **do not contain substances which according to current knowledge are harmful to health**, but which are not yet regulated or prohibited by law, such as pesticides, allergy-inducing dyestuffs or tin-organic compounds;
- 8.2.2.7. **comply with parameters such as colourfastness and a skin-friendly pH-value**, which are precautionary measures to safeguard consumers health.

8.3. The Supplier represents and warrants that all Services will:

- 8.3.1. be performed by appropriately qualified and trained personnel;
- 8.3.2. be performed with due care and skill; and
- 8.3.3. comply with all directives and orders given by DINA representatives or procedures communicated by DINA to the Supplier.

## 9. SUPPLIER REPRESENTATION AND WARRANTY FOR ETHICAL BEHAVIOUR AND ENVIRONMENTAL MANAGEMENT

- 9.1. DINA has adopted both "Human Rights and Ethical Trading Policy," and an "Environmental Management Policy". DINA integrates these standards and commitments into the way it runs its business to address community concerns. Customers and Clients under supply contract with DINA require that DINA only purchase Goods and Services from Suppliers who commit to ethical behaviour and sound environmental management in the management of their Supply Chains. Consequently, DINA will only place orders for the purchase of Goods and Services from Suppliers who agree to ethical behaviour and sound environmental management of their Supply Chain.
- 9.2. A Supplier must not accept a Purchase Order from DINA if the Supplier cannot give DINA a commitment to Supply Chain management in accordance with 9.1. By accepting a Purchase Order from DINA, the Supplier is confirming to DINA that it manages its Supply Chain to achieve the highest ethical, environmental and social standards of responsibility (within Australia and Internationally) and represents and warrants to DINA that so far is reasonably practicable the Supplier has taken measures to ensure compliance with the following conditions for the ethical treatment of workers in the Supply Chain:
  - 9.2.1. **Employment is freely chosen** - there shall be no use of forced, including bonded or prison, labour (International Labor Organistaion (ILO - Conventions 29 and 105 and SAI "Social Accountability 8000").
  - 9.2.2. **There is no discrimination in employment** - equality of opportunity and treatment regardless of race, colour, sex, religion, political opinion, nationality, social origin, or other distinguishing characteristic shall be provided (ILO conventions 100 and 111).

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- 9.2.3. **Child labour is not used** - only workers above the age of 15 years or above the compulsory school-leaving age shall be engaged (ILO Convention 138).
  - 9.2.4. **Freedom of association and the right to collective bargaining are respected** - the right of all workers to form and join trade unions and to bargain collectively shall be recognised (ILO Conventions 87 and 98).
  - 9.2.5. **Living wages are paid** - wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards.
  - 9.2.6. **Hours of work are not excessive** - hours of work shall comply with applicable laws and industry standards.
  - 9.2.7. Working conditions are decent - a safe and hygienic working environment shall be provided
  - 9.2.8. **The employment relationship is established** - obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided.
  - 9.2.9. **Environment to be protected** – the Supplier shall take all reasonable steps to ensure Supply Chain compliance with local laws for the protection of the environment. It shall endeavour to minimise the consumption of water and energy in its manufacturing processes, avoid the production of environmentally harmful by-products and wastes, and, dispose of all waste in accordance with local law and in a manner, which does not harm the environment.

## 10. GOODS AND SERVICES, WHICH FAIL TO MEET STANDARDS

- 10.1. Without limiting any other remedy DINA may have, if the Goods or Services provided do not meet the appropriate standards, have not been manufactured as required, do not comply with the Specifications or are otherwise unacceptable or unfit for purpose to DINA upon delivery and in relation to Goods, at any time during their intended useful life (the Non-conforming Goods and Services), DINA will not be required to pay for those Non-conforming Goods and/or Services. The Supplier must, at the Supplier's cost, if DINA requires the Supplier to do so, promptly remove any Non-conforming Goods from DINA's premises.
- 10.2. The Supplier must at DINA's election either:
  - 10.2.1. promptly replace the Non-conforming Goods and/or Services with Goods and/or Services which do meet the relevant standards or Specifications and which are acceptable to DINA ; or
  - 10.2.2. refund to DINA all money paid in respect of the Non-conforming Goods and/or Services.

## 11. INTELLECTUAL PROPERTY

- 11.1. Nothing in the Agreement affects ownership of any "Intellectual Property Rights and Moral Rights" of the Supplier existing as at the date of the Agreement or subsequently arising in relation to Goods and Services other than as specified in clauses 11.2 and 11.3.
- 11.2. If any of the Goods have been specifically designed for or requested by DINA (the "Custom Works") all "Intellectual Property Rights" and "Moral Rights" in, and relating to, the Custom Works will be DINA's property.
- 11.3. All Intellectual Property and Moral Rights created by or on behalf of the Supplier in the course of providing the Services to DINA ("Contract Intellectual Property") will be DINA's property.
- 11.4. The Supplier must assign all right to the "Intellectual Property Rights" and "Moral Rights" created under clauses 11.2 and 11.3, to DINA and reserve all DINA's "Intellectual Property Rights and Moral Rights" in any agreement which the Supplier enters into with any third party in relation to any Custom Works and/or Contract Intellectual Property.

## 12. CONFIDENTIALITY

- 12.1. The parties must keep all Confidential Information secret and must not use that Confidential Information except as necessary for the purposes of the Agreement. Each party must store all Confidential Information in a way that minimizes the risk of unauthorized access. In this Clause 12, "Confidential Information" with respect to a party (a "Receiving Party") means:
  - 12.1.1. the existence and terms of the Agreement; and
  - 12.1.2. any technical, scientific, commercial, financial or other information of or about the other party (the "Discloser") or any of its products, of which the Receiving Party becomes aware in connection with the Agreement and all information about the Discloser's business and business processes.
- 12.2. The parties' obligations under this clause 8 do not apply to any information which:
  - 12.2.1. is in the public domain as at the date of the Agreement or which subsequently comes into the public domain (other than because of a breach of any obligation of confidence owned to the Discloser); or the Receiving Party can demonstrate by evidence in writing either:
  - 12.2.2. was in the possession of the Receiving Party's as at the date of the Agreement; or
  - 12.2.3. subsequently comes into the possession of the Receiving Party through a third party who does not owe any obligation of confidence to the Discloser in respect of that information; or
  - 12.2.4. the Receiving Party is required by law to disclose.
- 12.3. Where the Supplier is the Receiving Party, the Supplier must promptly return all Confidential Information to DINA or destroy it if DINA asks the Supplier to do so.

## 13. CANCELLATION

- 13.1. DINA may at its option cancel the Purchase Order or any part thereof at any time. DINA's liability will be to pay for materials manufactured and supplied in accordance with the Purchase Order at the date of cancellation and for costs of materials and other items ordered for which Supplier is legally bound to pay. Upon such payment, title to and property in all those materials and other items shall pass to DINA.

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**14. TERMS OF PAYMENT**

- 14.1. Except where otherwise agreed by DINA in writing the Supplier must submit an invoice for all Goods and Services provided to DINA in a form acceptable to DINA. The invoice must specify the Purchase Order number to which the invoice relates.
- 14.2. DINA will not pay any invoice that does not specify its Purchase Order number or specifies an invalid Purchase Order number.
- 14.3. The Supplier must provide DINA with a valid tax invoice for any taxable supply it makes to DINA. DINA will not pay the Supplier until the Supplier has provided a valid tax invoice to DINA .
- 14.4. Except where otherwise agreed by DINA in writing, DINA will pay the invoiced amount by the end of the final day of the calendar month immediately following the month of invoice.
- 14.5. All Supplier invoices must be sent to Accounts Department, DINA Corporate P/L, PO Box 2179 Smithfield NSW 2164.

**15. INSURANCE**

The Supplier must have and maintain Product Liability Insurance of not less than \$30 million per event, Public Liability Insurance of not less than \$30 million per event and if the Supplier is providing Services, Professional Indemnity Insurance of not less than \$1 million per event.

**16. INDEMNITY**

- 16.1. Without limiting any of DINA other legal rights, the Supplier hereby indemnifies DINA and its related bodies corporate (as defined in the Corporations Act 2001) against any loss, damage, claim, action or expense (including, without limitation, legal expense) which DINA or any of its related bodies corporate suffer in connection with any of the following:
  - 16.1.1. breach of the Agreement by the Supplier;
  - 16.1.2. any warranty given by the Supplier under the Agreement being incorrect or misleading in any way;
  - 16.1.3. any product liability claim or product recall relating to the Goods;
  - 16.1.4. any negligent act or failure to act by the Supplier or any of the Supplier's employees, agents, officers or contractors; and
  - 16.1.5. any act which is not authorized by the Agreement.

**17. GST**

- 17.1. Where the Terms requires either party to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
  - 17.1.1. the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense ("net amount"); and
  - 17.1.2. if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.

**18. MISCELLANEOUS**

- 18.1. DINA may hold the Supplier liable for damages for a failure by the Supplier to materially comply with these Terms where as a consequence of such failure DINA incurs a penalty for non-performance or claim for service credits or some other form of pecuniary loss or damage from any party it has contracted with.
- 18.2. Insofar as these Terms are deemed to take precedence DINA and the Supplier shall be bound and submit to the laws and jurisdiction of the courts of NEW SOUTH WALES.

Peter Glynn  
Managing Director P/L  
DINA Corporate  
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## DEFINITION OF TERMS

- **Acceptance** occurs at the point in time when the Supplier howsoever communicates its intention to DINA to process an order for supply from DINA.
- **Agreement** any acceptance by a Supplier of any Purchase Order from DINA to provide Goods and Services and which are subject to DINA's "Terms Of Purchase From Suppliers And Manufacturers" as set out herein.
- **Goods and Services** means all goods and services specified in a Purchase Order or supply request to the Supplier by DINA.
- **Intellectual Property Rights** mean copyrights, design rights, database rights, patents, rights to inventions, know-how or trade secrets, trade and business names, logos and devices, trade and service marks, or similar intellectual property rights (whether registered or unregistered and wherever in the world enforceable) together with any extensions, revivals or renewals thereof, and all pending applications therefore and rights to apply for any of the foregoing.
- **Moral Rights** means the Moral Rights granted to creators under the *Copyright Act 1968* (Australia) and any similar rights existing under foreign laws.
- **PPM** means Parts Per Million.
- **Price** means the price specified in the Purchase Order.
- **Purchase Order** means any numbered Purchase Order.
- **Supplier** means the supplier of the Goods and Services named in the Purchase Order.
- **Terms** means the detailed Terms of Purchase contained herein.