

1. GENERAL

- 1.1. The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Purchase Order.
- 1.2. This Purchase Order is governed by the laws in the State of South Australia and the courts of the State of South Australia have exclusive jurisdiction in connection with this Purchase Order.
- 1.3. Subject to clause 1.4, these Terms and Conditions constitute the entire agreement in respect of the matters dealt with in this Purchase Order and supersede all prior agreements, understandings and negotiations.
- 1.4. If this Purchase Order is issued under a formal contract (e.g. standing offer) then the terms of that contract take priority over these terms and conditions. If the terms of the formal contract specify that the terms of that contract constitute the entire agreement between the parties in respect to the subject matter, then the terms of that contract apply to the exclusion of the terms and conditions in this Standard Purchase Order Terms and Conditions document.
- 1.5. The Supplier acknowledges and agrees that this Purchase Order does not prevent the Purchaser from entering into arrangements or agreements with third parties for the purchase of any services similar to the Goods or Services.
- 1.6. The Supplier and the Purchaser acknowledge that the health and safety of all persons affected by the performance of this Purchase Order is at all times the paramount consideration in the undertaking and completion of the Services or supply of the Goods.

2. PURCHASE ORDER & ACCEPTANCE BY SUPPLIER

- 2.1. The Purchase Order is effective from the date of issue as stated in the Purchase Order.
- 2.2. Upon receipt, the Supplier will check the Purchase Order for any discrepancies and request any necessary variation from the Purchaser.
- 2.3. The Supplier agrees to accept or reject the Purchase Order by making contact with the Purchaser (through the issuing personnel of the Purchase Order or other contact information in the Purchase Order) as soon as possible upon receipt of the Purchase Order, but in any event before the date and time specified in the Purchase Order for the delivery of the Goods or commencement of the Services.
- 2.4. In the absence of express acceptance or rejection of the Purchase Order:
 - (a) The delivery of the Goods or commencement of the Services by the Supplier will constitute acceptance of the Purchase Order.
 - (b) Failure to deliver the Goods at the required date and time or to commence the Services within the time specified in the Purchase Order for commencement will be deemed as rejection of the Purchase Order.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1. If Goods are being supplied under this Purchase Order then the Supplier must:
 - (a) Ensure that the delivery notes clearly show the Purchaser's purchase order number;
 - (b) Supply unencumbered Goods in the quantity and of the quality set out in the Purchase Order;
 - (c) Deliver the Goods to the delivery point on or before the delivery date;
 - (d) Comply with the Purchaser's reasonable directions and delivery instructions;
 - (e) Provide material safety data sheets if dangerous goods or hazardous substances are being delivered;
 - (f) Provide test evidence for the Goods if required; and
 - (g) If indicated in the Purchase Order, install the Goods on or before the installation date.
- 3.2. If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Purchaser in writing immediately.
- 3.3. The Purchaser may inspect the Goods to determine whether to accept the Goods.
- 3.4. Subject to clause 3.5, the Goods are deemed to be accepted unless the Purchaser notifies the Supplier within 7 days that it:
 - (a) Does not accept the Goods; and
 - (b) The reason for not accepting the Goods.

- 3.5. If the Goods are consumable products and the Goods are found to be defective when first used, then the Purchaser may reject the Goods under clause 3.6.
- 3.6. If a Good is defective then, from delivery up until the end of the Goods Warranty Period (refer to clause 6.1), at the Purchaser's election:
 - (a) The Supplier must replace (or repair if agreed by the Purchaser) the defective Good within 7 days (or such other time as is agreed); or
 - (b) The Supplier must refund the price paid for the Good.
- 3.7. The Supplier bears the risk in the Goods until delivery.
- 3.8. Title in the Goods will pass to the Purchaser upon the Purchaser's acceptance of the Goods.

4. SUPPLY OF SERVICES (IF APPLICABLE)

- 4.1. If Services are being supplied under this Purchase Order then the Supplier must provide the Services in accordance with the Purchase Order.
- 4.2. If reports, data or other materials are to be delivered in the performance of the Services, the rights and title (including copyright) vests in the Purchaser on their acceptance by the Purchaser.
- 4.3. The Supplier may only subcontract the Services with the express written approval of the Purchaser.
- 4.4. If in the Purchaser's reasonable opinion the Supplier has failed to satisfactorily perform the Services the Purchaser may elect to:
 - (a) Have the Supplier provide replacement Services within such reasonable time as the Principal may determine; or
 - (b) Terminate the Purchase Order under clause 12.

5. ALL SUPPLIES

- 5.1. The Supplier must, in supplying the goods and providing the services:
 - (a) Ensure that the Supplier's personnel entering any work site performs the services or deliver the goods in a safe manner and in a way that does not prejudice safe working practices and safety and care of property;
 - (b) Provide all such information and assistance as the Purchaser reasonably requires in connection with any statutory or internal health and safety, environment or community investigation in connection with this Purchase Order, the supply of the Goods or the performance of the Services;
 - (c) Obtain, at the Supplier's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations under this Purchase Order;
 - (d) Leave the Purchaser's site secure, clean, orderly and fit for immediate use having regard to the condition of the Purchaser's site immediately prior to the performance of the services; and
 - (e) On request by the Purchaser, provide to the Purchaser and its personnel any information and assistance required to identify, evaluate, implement and report on any matter required by law in respect of anything used, produced or created in connection with the performance of the Purchaser's obligations under this Purchase Order.

6. SUPPLIER'S WARRANTIES

- 6.1. If Goods are being supplied under this Purchase Order then the Supplier warrants that it has good and unencumbered title to the Goods and that the Goods:
 - (a) Conform to with any description applied and any sample provided by the Supplier;
 - (b) Are new (unless otherwise specified);
 - (c) Are free from defects in materials, manufacture, workmanship and installation;
 - (d) Conform to any applicable Australian Standards or other standards nominated in the Purchase Order;
 - (e) Are of merchantable quality;
 - (f) Are installed correctly (if the Supplier is responsible for installation);
 - (g) Are fit for their intended purpose;
 - (h) Are manufactured and supplied without infringing any person's intellectual property rights; and

- (i) Are guaranteed for a period of twelve (12) months from the date of delivery of the Goods ('**Goods Warranty Period**'). The Supplier must (at the option of Purchaser) either replace or repair any Goods or parts of Goods supplied by it found to be defective or in any way unsuitable for the purpose intended during the Goods Warranty Period. If Supplier repairs or replaces Goods during the Goods Warranty Period, then those Goods repaired or replaced have a further warranty for a period of twelve (12) months from the date such repairs or replacements were completed. This warranty and the Goods Warranty Period do not replace or diminish any warranty or warranty period provided by the manufacturer or at law.
- 6.2. The Supplier must ensure that the Purchaser receives the full benefit of any manufacturer's warranties in respect of the goods.
- 6.3. If Services are being supplied pursuant to this Purchase Order then the Supplier warrants that the Services will:
- Comply with the description of the Services in the Purchase Order;
 - Be provided with due care and skill;
 - Be provided in a timely and efficient manner;
 - Be provided in accordance with the best practices current in the Supplier's industry;
 - Be performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;
 - Be supplied without infringing any person's intellectual property rights;
 - Be performed by the Supplier and/or the Supplier's Personnel and/or subcontractors approved by the Purchaser;
 - Be supplied in the most cost effective manner consistent with the required level of quality and performance; and
 - Be guaranteed for a period of twelve (12) months from the date of completion ('**Services Warranty Period**'). The Supplier must (at the option of Purchaser) either repair or make good any workmanship found to be defective or in any way unsuitable for the purpose intended for the duration of the Services Warranty Period. If Supplier repairs or makes good any workmanship during the Services Warranty Period, then the workmanship as repaired or made good has a further warranty for a period of twelve (12) months from the date such repairs or making good was completed. This warranty and the Services Warranty Period do not replace or diminish any warranty or warranty period at law.
- 7. PRICE AND PAYMENT**
- 7.1. The Purchaser is not obliged to pay for the Goods and/or Services unless the Supplier has provided a Tax Invoice in respect of that payment.
- 7.2. The Supplier will invoice the Purchaser within 30 days of the completion of the relevant services or delivery of goods.
- 7.3. The Tax Invoice from the Supplier must clearly show:
- the Purchaser's Purchase Order number;
 - a description of the delivered goods or services completed;
 - the date and time the Goods were delivered (if applicable); and/or
 - the date and time the Services were commenced and the date and time the Services were completed (if applicable).
- 7.4. The Price stated on the Purchase Order:
- Is firm and includes containers, packaging and all costs and charges to the point of delivery unless otherwise stated; and
 - Is inclusive of GST.
- 7.5. If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Purchase Order.
- 7.6. Any money payable under this Purchase Order is to be paid by electronic funds transfer to the Supplier's nominated bank account or by such other means agreed by the parties.
- 7.7. If requested by the Purchaser, the Supplier must provide photographic images to illustrate the Services provided before the Purchaser makes payment pursuant to the Purchase Order.
- 7.8. A payment made pursuant to this Purchase Order will not be taken or construed as proof or admission that the goods and/or services provided were to the satisfaction of the Purchaser but will only be taken to be payment on account.

8. DELIVERY AND TIME FOR PERFORMANCE

- 8.1. The Supplier must deliver the Goods or commence and complete the performance of the Services at the time or within the timeframes requested or specified on the Purchase Order.
- 8.2. The Supplier acknowledges and agrees that the Purchaser may indicate the timeframe for the commencement and completion of Services using the following **priority levels**:

Priority 1 ('P1'): Urgent. Work to commence within 4 hours of request, and to be completed within 5 business days
Priority 2 ('P2'): Urgent. Work to commence within 24 hours of request, and to be completed within 7 business days
Priority 3 ('P3'): Non-urgent. Timeframes for commencement and completion will be as specified in Purchase Order.
Priority 4 ('P4'): Vacancy work. Work to commence within 48 hours of request and be completed within 14 days.
Priority 5, 6 & 7 ('P5', 'P6', 'P7'): Other. Timeframes for commencement and completion will be as specified in Purchase Order.

Priority level requirements

- 8.3. The Supplier acknowledges and agrees that time is of the essence for the delivery of goods and the performance of services.
- 9. INSURANCE & SAFETY REQUIREMENTS**
- 9.1. Until the completion of delivery of the Goods or supply of the Services the Supplier will hold and maintain, at its own expense in all things:
- Workers Compensation/employers liability insurance required by law;
 - Adequate public and product liability insurance;
 - National Police certificates and/or safety clearances that are to the satisfaction of the Purchaser for all personnel of the Supplier who attend the Purchaser's sites for the delivery of the Goods or undertaking of the Services.
- 10. LIABILITY LIMIT**
- 10.1. To the extent permitted by law, the Purchaser's liability to the Supplier under the Purchase Order is limited to an amount equal to the value of the goods and/or services purchased or to be purchased under this Purchase Order.
- 11. CONFIDENTIAL INFORMATION**
- 11.1. The Supplier must keep information provided by the Purchaser confidential and only use or disclose the confidential information to the extent necessary for the purpose of this Purchase Order.
- 11.2. This clause survives termination of the Purchase Order.
- 12. TERMINATION**
- 12.1. The Purchaser may terminate this Purchase Order immediately upon giving notice in writing to the Supplier if:
- The Supplier fails to supply the Goods within requested or specified delivery time frame;
 - The Supplier fails to supply the Services to the expected standard and within the expected time frames;
 - The Supplier is in breach of this Purchase Order and has not rectified such breach within 14 days of the Purchaser giving notice in writing to the Supplier requiring the rectification of such breach;
 - The Supplier suffers or, in the reasonable opinion of the Purchaser, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 12.2. Any termination of this Purchase Order by the Purchaser does not affect any accrued right of either Party.
- 13. ACTING ETHICALLY**
- 13.1. The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Purchaser's officers, employees or agents to behave unethically.
- 14. SPECIFIC CONDITIONS**
- 14.1. Any specific conditions that are attached to this Purchase Order by way of being included or referenced in the Description, form part of this Purchase Order.