



## GENERAL CONDITIONS OF PURCHASE

### 1. Purchase orders

- 1.1 You should have received a purchase order from us if we are purchasing goods or services from you. Please advise if you do not have a purchase order.

### 2. Price

- 2.1 We agree to pay you the price for the goods or services set out in the purchase order.
- 2.2 The price is inclusive of the costs of packaging, insurance, and all taxes including GST.
- 2.3 Delivery costs must be separately identified in every quote prior to acceptance otherwise the price stated will be deemed to include delivery.
- 2.4 The Price will not be increased without our prior written consent. We have the right to refuse to give our consent.

### 3. Taxes

- 3.1 The price includes all taxes and other liabilities.
- 3.2 We agree to pay any additional GST imposed by government after this contract is entered into if payable in connection with this supply.

### 4. Variation

- 4.1 Purchase orders will not be varied, but may be cancelled and replaced upon agreement between you and us.

### 5. Cancellation of purchase order

- 5.1 We can cancel a purchase order prior to delivery without penalty, provided that we have not requested that the goods be fabricated to our order. Where goods are to be fabricated, we may cancel a purchase order prior to fabrication being started.

### 6. Invoicing and payment

- 6.1 Invoices must contain the purchase order number and sufficient detail to enable us to calculate or verify the amount of the invoice.
- 6.2 You agree that we may audit your records to substantiate invoices calculated on an hourly basis.
- 6.3 We will pay your invoices within 30 days of the date of receipt by us.
- 6.4 We do not pay interest on overdue invoices.

### 7. Specifications

- 7.1 For all goods to be fabricated:
- you are responsible for the design, supply of materials, fabrication and testing, to ensure those goods meet the performance criteria set out in our purchase order;
  - any drawings, patterns, tools or other items provided to you by us for fabrication remain our intellectual property and must be returned with our ordered goods or upon demand.
  - Substitute goods or services will not be accepted.

### 8. Quality and description

- 8.1 Goods or services must:
- match the description (including performance criteria) referred to in the quote or purchase order;
  - match any sample provided to us;
  - meet any representations made about performance;
  - comply with any relevant Australia Standards;

- be fit for any purpose we make known to you before purchase.

- 8.2 Suppliers must meet statutory and regulatory obligations and comply with the requirements of the international standards ISO 9001:2008; AS4801:2001; OHSAS 18001:2007; ISO 14001:2004; ISM and NSCV codes as applicable.

### 9. Delivery

- 9.1 Delivery is to be made to the address set out in the purchase order or as otherwise advised in writing.
- 9.2 Delivery must be made on the due date set out in the purchase order. Time is of the essence.
- 9.3 The goods remain at your risk during transit.
- 9.4 Delivery dockets should be signed on delivery and a copy sent with your invoice.

### 10. Acceptance of goods or services

- 10.1 We must have a reasonable time to inspect the goods after delivery, but not more than 30 days.
- 10.2 We may reject and return any goods that do not meet our purchase order even if we have accepted or paid for those goods
- 10.3 The signing of delivery receipts before inspection does not constitute acceptance of the goods.
- 10.4 You must promptly provide progress reports on the performance of services, when requested by us.

### 11. Performance of services on site

- 11.1 When performing services at a site controlled by us:
- use your best efforts not to interfere with any of our activities, or the activities of any other person on that site;
  - comply with and ensure that your employees, agents, contractors and sub-contractors comply with
    - our site procedures including safety requirements;
    - all applicable laws, regulations and industrial awards and agreements; and
    - all directions and orders given by our representatives; and
  - ensure that the site is left secure, clean and fit for immediate use.

### 12. Title and risk

- 12.1 You warrant that you are able to provide us with clear, complete and quiet possession of the goods.
- 12.2 Title in the goods passes to us upon the earlier of:
- taking delivery; or
  - payment of the price.
- 12.3 Risk in the Goods does not pass to us until delivery has been completed to the address set out in the purchase order.

### 13. Insurance

- 13.1 You must hold all insurances reasonably necessary for the performance of your business.
- 13.2 We may request copies of your certificates of currency where we deem it necessary, including:
- 13.3 insurance to cover the replacement value of our goods;



TITLE: General Conditions of Purchase

DOCUMENT CONTROL RCT\_PRT\_POL\_01\_REV\_0114\_ELCTRONIC\_COPY

AUTHORISED BY J Jifkins

PAGE NO.

2 of 2

- (a) public and products liability insurance;  
(b) professional indemnity insurance;  
(c) third party motor vehicle insurance; or  
(d) workers compensation insurance.
- 13.4 You must notify us immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects our interests.
- 13.5 You will promptly notify us and keep us informed of any claim involving us under any policy of insurance to be taken out by you.
- 14. Warranties**
- 14.1 You warrant that all goods supplied are free from any defects.
- 14.2 You warrant that all services are supplied with due care and skill and of high quality and workmanship.
- 14.3 You warrant that our use of the goods or services will not infringe any intellectual property rights.
- 14.4 You warrant that all imported goods or services meet all customs and other legal requirements for import.
- 14.5 You agree to make good any defective goods or services by repair, re-performance, refund or reimbursement.
- 14.6 Any remedy for breach of warranty does not exclude any other remedies provided by law.
- 15. Liability and Indemnities**
- 15.1 You acknowledge that if you enter properties controlled by us you do so at your own risk.
- 15.2 You must ensure that your employees, agents, contractors and sub-contractors are also aware that they enter such properties at their own risk.
- 15.3 We will not be liable to you for any loss or damage arising directly or indirectly from any act or omission on our part or on the part of any of our employees, agents, contractors and/or sub-contractors in connection with or relating to your supply of goods or services to us, and other than to the extent that our employees, agents, contractors and or sub-contractors negligence caused the loss or damage.
- 15.4 You agree to indemnify us and keep us indemnified from and against any liability and/or any loss or damage arising directly or indirectly from:
- (a) any claim made against us as a result of or relating to your supply of the goods or services, including claims for personal injury; and  
(b) any breach of any warranty; or  
(c) any breach of the terms of these general conditions of purchase.
- 15.5 Each indemnity set out above is a continuing obligation separate and independent from your other obligations and survives the supply of the goods or services.
- 15.6 Except to the extent it is recoverable pursuant to a policy of insurance or arises out of fraud or wilful fault or misconduct, neither party will be liable to the other party in any circumstance for loss of revenue, loss of production, loss of profit or any indirect, economic, special or consequential loss or damage.
- 16. Force Majeure**
- 16.1 Force Majeure Event means a labour dispute lockout, act of government, war, riot, civil disturbance, embargo, storm, tempest, fire, flood, earthquake, natural calamity or other event beyond your or our reasonable control
- 16.2 If you are unable to supply goods or services, or we are unable to accept supply by the agreed delivery date by reason of force majeure, the party claiming force majeure must immediately give the other party written notice. Following such notice, we may request you to supply the goods or services by a mutually agreed alternative delivery date or cancel the purchase order.
- 16.3 Each party must bear their own costs and no party will have any claim for compensation against the other arising from the cancellation of a purchase order by reason of force majeure.
- 17. Termination**
- 17.1 Either party may immediately terminate a purchase order by written notice if the other party:
- (a) does not carry out its obligations under the purchase order in a timely manner, and if such a breach is not remedied within 14 days of notice being given to the party to remedy the breach;  
(b) breaches any law relating to the supply of the goods or services;  
(c) becomes insolvent;  
(d) has a receiver or receiver and manager appointed to any of its assets; or  
(e) is convicted of a criminal offence.
- 18. Independent Contractor**
- 18.1 Both parties acknowledge that you are our supplier or contractor and not our agent or employee.
- 19. Assignment and Sub-contracting**
- 19.1 You may not assign your rights or obligations of supply without our prior written consent.
- 19.2 We may assign any or all of our rights or obligations to purchase at any time to a related body corporate.
- 19.3 You may not sub-contract your obligations to supply unless we consent to such arrangement.
- 20. Confidentiality**
- 20.1 Each party agrees to keep confidential all information which is notified to them as being confidential information.
- 21. Other Matters**
- 21.1 Any of our rights under these general conditions of purchase can only be waived by us in writing.
- 21.2 You must not release any advertising copy or promotional material using our name or the names of our employees without our written approval.
- 22. Governing Law**
- 22.1 This Agreement is governed by the laws of Queensland Australia and you and we agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.