

Purchase Order Terms & Conditions

1. The conditions set out herein are part of and are to be read in conjunction with any authorised Purchase Order (the order) issued by the company; and any condition, oral or written, but not endorsed on the Order form or enclosed by an official Amendment of Order form, by the Purchaser, made between the parties in addition to or at variance with any of the conditions set out herein, shall be null and void.

2. **PACKING** – All Articles shall be suitably packed in accordance with carrier's requirements.

3. **DELIVERY** – Specified requirements either as to quantity or time of delivery shall be deemed to be a condition of the Order. Where no such time of delivery is specified the goods shall be delivered or work performed as the case may be within a reasonable time. The delivery of goods is to be made by the seller to the requested business address stated on the purchase order unless otherwise directed.

4. **ACCEPTANCE AND REJECTION** – All the goods covered by the Order, or all work performed pursuant to the Order, whether paid for or not, shall be subject to inspection by the Purchaser within a reasonable time after delivery or performance, and the Purchaser shall not be deemed to have accepted such goods or work and the property in such goods shall not be deemed to have passed to the Purchaser until it is satisfied after such inspection that the goods delivered or the work performed by the Supplier are in conformity with the Order. If the goods do not conform to the requirements of the Order, the Purchaser may either reject the goods or any part thereof or return the whole or any part thereof.

The Purchaser shall promptly after such inspection notify the Supplier of any defects in or non-conformity with the Order of the goods delivered or work performed and hold any articles so claimed to be defective for the Supplier's instructions and at his risk for a reasonable period not exceeding sixty (60) days from such notification.

Such notification shall be deemed sufficiently given by the Purchaser to the Supplier if sent to him at his last known place of business by ordinary prepaid mail or other electronic medium. The Purchaser shall specify therein or by a subsequent notice given in the same manner the period for which it shall hold such goods and failing such specification the Purchaser shall hold as aforesaid such goods for sixty (60) days.

At the expiration of the period for which the Purchaser holds such goods as aforesaid, it shall be deemed to have the authority of the Supplier to deposit the same as agent for the Supplier for storage with a warehouseman and attend to the storage of the same.

5. **CANCELLATION** – Without prejudice to any other right which it may have against the Supplier, the Purchaser may cancel the Order in the event of the Supplier at any time failing or being unable to comply with any of the terms, conditions or warranties express or implied contained herein.

Without prejudice to the generality of the foregoing, the Supplier shall be deemed unable to comply with such term condition or warranty if he does not effect compliance within ten days of the Purchaser sending to him, by ordinary prepaid mail or other electronic medium at his last known place of business, a notice specifying such non-compliance.

Insolvency on the part of either party gives the other party the right of cancellation.

6. **BLUEPRINT, TOOLS, ETC.** – All tools, gauges, jigs and other equipment and all drawings, blueprints and specifications and other papers supplied without charge to the Supplier by the Purchaser and all such items as above which shall have been paid in full shall be the sole property of the Purchaser. All rights reserved in connection with designs, drawings and samples which are not to be produced or reproduced in any substantial or material form without due authority in writing.

On completion or cancellation of the Order, the Supplier shall, if required to do so, hand to the Purchaser all finished or unfinished work relevant to the Order and all such gauges, jigs and other equipment and all drawings, blueprints and specifications and other papers as aforesaid.

7. **WAIVER** – Waiver by the Company of any specific default or defaults by the Supplier or failure by the Purchaser to cancel the order or any part thereof when entitled to do so shall not constitute waiver by the Purchaser or any of its rights under any of the terms and conditions of the Order arising through any further subsequent default by the Supplier whether giving rise to a right of cancellation or a claim for damages.

8. **ARBITRATION** – In the event of any dispute arising hereunder the matter may at the option of either party be referred to a sole arbitrator, whose decisions shall be final. Such arbitration shall be held at such a place or places as the arbitrator shall appoint.
9. **PATENT PROTECTION** – The Supplier shall indemnify the Purchaser, its successors, assign, customers and the users of its product by reason of the use of the articles hereby ordered, against all actions, or suits, at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any Letters Patent, Trade Marks or Industrial Designs.
10. **PUBLICATION** – The Supplier shall not, without first obtaining the written consent of the Purchaser, in any manner advertise or publish the fact that the Supplier has contracted the Purchaser for the supply of the articles herein mentioned.
11. **ASSIGNMENT** – This Contract is not assignable by the Supplier.
12. **RESTRICTIONS ON SALE** – The Supplier shall not without having first obtained the approval of the Purchaser in writing, furnish any articles or perform any work for the manufacturer or execution of which drawings and/or specification and/or samples are furnished to the Supplier by the Purchaser to or for any Third Party nor will the Supplier manufacture for commercial sale other than the Purchaser. The restriction shall continue to apply even though the Supplier ceases to make the article or perform the work for the Purchaser.
13. **PRICING CONTROL** – The Order is placed on the express condition that the prices set out do not exceed the maximum prices at which the goods may be sold pursuant to any laws applicable to the transaction.
14. **INCREASED COSTS** – In the event of a claim for Increased Costs, the Supplier shall furnish at a place to be mutually agreed upon such documentary evidence as the Purchaser may require.
15. **INVOICING** – Separate invoices are to be furnished in respect of each order and to show the relevant Order Number.
16. **STANDARDS** – Notwithstanding specification to the contrary, all goods to be manufactured and supplied strictly in accordance with the appropriate Australian Standard.
17. **PAPERWORK** – Goods will not be accepted into our store without Invoice or Delivery Docket indicating the relevant Purchase Order No.
18. **GOVERNING LAW** – The order and its operation shall be governed by and construed in accordance with the laws of Queensland.