

# Terms and Conditions of Purchase



## 1. DEFINITIONS

- 1.1. **"Purchaser"** means Central Systems Pty Ltd, 46 Edward Street, Osborne Park WA 6017, ABN 12 107 284 319.
- 1.2. **"Supplier"** means the person to whom the purchase order has been issued, who is supplying the goods and services to Central Systems.
- 1.3. **"Purchase Order"** means the Purchase Order form accompanying these conditions.
- 1.4. **"Goods"** means the goods and services to be supplied in relation to the Purchase Order.
- 1.5. **"Special Conditions"** means any special conditions agreed to in writing by the purchaser and supplier, expressly forming part of this Purchase Order.
- 1.6. **"Person"** includes corporations and other entities recognised by law; if the context permits a reference to a person includes the employees, agents, legal personal representatives, successors in title or assigns of a person as the circumstances may require.
- 1.7. **"GST"** means any tax impost or duty on goods or services imposed by the Commonwealth of Australia, its State or Territories or any similar or like tax and whether imposed before or after the date of this Purchase Order;
- 1.8. **"Supply"** means the supply of any goods, services, other rights, benefits or other things pursuant to this Purchase Order and includes the definition of supply in any legislation or regulation which enforces implements or varies GST.
- 1.9. **"Head Contract"** means the contract that exists between the Purchaser and their customer.

## 2. DELIVERY AND ACCEPTANCE

- 2.1. The Supplier shall supply and deliver to the Purchaser the goods for the price stated and within the time stipulated in this Purchase Order unless such goods, price or time shall have been varied with the written consent of the Purchaser. The Purchaser may change, alter or amend the sequence in which the goods are to be delivered and the times at which delivery shall be accepted. Any variation in time for the supply of goods requested by the Purchaser shall not entitle the Supplier to claim extra costs and shall not vitiate this Purchase Order.
- 2.2. Unless this Purchase Order expressly states the contrary, where any price is to be calculated at a rate, that rate shall be on a fixed price basis and shall not be varied due to any rise or fall in the cost of labour and or materials or any other costs or expenses incurred by the Supplier. Prices in this Purchase Order do not apply in any other Purchase Order unless agreed otherwise in writing.
- 2.3. All goods must be accompanied by a delivery docket identifying the goods in sufficient detail to enable verification at the time of delivery. The Purchaser shall be under no obligation to make any payment unless the Purchaser has signed the delivery dockets. The signing of any delivery docket by or on behalf of the Purchaser shall be without prejudice to the Purchaser's rights and shall not be evidence that the Purchaser has accepted the goods as regards their quality or quantity.
- 2.4. In addition to any inspection that may be carried out before the goods are delivered, the Purchaser shall inspect the goods when they are delivered. If the goods or any part of them do not conform with the provisions of this Purchase Order or if any condition or warranty (express or implied) is breached by the Supplier, without prejudice to its rights the Purchaser may reject the goods or part of them and, if so, the Supplier shall be liable for any loss or damage suffered or incurred by the Purchaser as a consequence of such rejection. The Purchaser shall notify the Supplier of any such rejection, and the rejected goods shall be collected by the Supplier at his own cost and until collection shall remain at the Supplier's risk. The provisions of this Clause shall apply equally to goods found to be defective at a time subsequent to the time of inspection if the defect is of a nature that was not apparent upon examination after delivery.
- 2.5. All goods shall be delivered cartage paid to the address stipulated on this Purchase Order and, until the Purchaser acknowledges delivery, all goods shall be at the sole and absolute risk of the Supplier.
- 2.6. Except insofar as this Purchase Order may expressly state to the contrary the Supplier shall provide at his own expense all labour, materials, tools, implements, plant and all other things necessary for the complete and proper performance of this Purchase Order.

- 2.7. The Supplier expressly warrants that the goods comply strictly with all the terms, specification, requirements, conditions and documents stated in or attached to and forming part of this Purchase Order and conform with the requirements from time to time applicable of all authorities and standards governing the manufacture and sale of the goods. The goods must be of good and merchantable quality, unencumbered, without defect and not infringe any patent, trademark or copyright.
- 2.8. The Supplier must procure and carry the insurance of employees on any work associated with this Purchase Order that may be required by any Workmen's Compensation Act or any other legislation. The Supplier shall procure and maintain such other insurance as the Purchaser shall reasonably specify from time to time.
- 2.9. By acceptance of this Purchase Order (whether orally, in writing or otherwise) the Supplier shall be bound by these terms and conditions and any additional or other terms or conditions contained in his acceptance or confirmation of this Purchase Order or in his delivery docket or as otherwise shall be null void and of no effect as regards this Purchase Order.
- 2.10. The terms and conditions of this Purchase Order may only be rescinded or altered by the Purchaser in writing. This Purchase Order constitutes the entire Agreement between the parties and supersedes all previous communications (oral or written) between the parties in relation to or arising from the subject matter of this Purchase Order. In the event of any conflict between the Special Conditions and this Purchase Order the Special Conditions shall prevail.
- 2.11. Payment shall be upon the terms specified in this Purchase Order.
- 2.12. Time is of the essence in respect of deliveries to be made and the Purchaser may (in addition and without prejudice to all other rights) cancel all or any part of this Purchase Order if deliveries are not made within times specified and without being liable to the Supplier.
- 2.13. The Purchaser may cancel this Purchase Order at any time:
  - (a) Before production of the goods has commenced. In the event of such cancellation the Purchaser's liability shall be limited to actual expenditures incurred by the Supplier on this Purchase Order until this Purchase Order is cancelled;
  - (b) If the Supplier's rights are assigned for the benefit of creditors, or being a company, the Supplier is wound up, has a liquidator or provisional liquidator appointed, makes any arrangement or compromise with its creditors generally, is placed under official management, or has a receiver appointed to the whole or any part of its assets or property.

## 3. CHANGES

- 3.1. Central Systems, may at any time, require the supplier to vary or change the specifications of the purchase order provided that the variation is in writing and in relation to the initial purchase order. The cost of any change will be added or subtracted from the original purchase order.

## 4. INVOICES AND TERMS OF PAYMENT

- 4.1. On or after delivery of the Goods, the supplier must send an invoice to Central Systems for the goods supplied at the purchase price order price
- 4.2. The invoice must quote:
  - (a) Central Systems purchase order number; and
  - (b) In the case of goods, the product description and identification code numbers (if any) against each component quoted in the same sequence as shown on the purchase order.
- 4.3. Following acceptance of the goods, Central Systems will pay the supplier 30 days after the last day of the month in which the invoice was received.
- 4.4. All supplier invoices must be submitted to Central Systems for processing no more than three working days following the previous month's end.

*Preserving Today. Constructing Tomorrow.*

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#### 5. INDEMNITY

- 5.1. The Supplier indemnifies and shall at all times keep indemnified the Purchaser against all loss, liability, damage, costs, actions, demands and suits whatsoever (including legal costs and disbursements) arising out of, suffered or incurred in connection with:
- any claim for injury to any person or property caused in whole or in part by any act or omission by the Supplier while executing this Purchase Order;
  - any claim with respect to any of the goods or arising out of a defect in the goods, or arising from any claim of unfair competition or any adverse claim of statutory or non-statutory rights, or
  - any claim, liability or demand on account of personal injuries including death, property loss or damage to others (including the Supplier and invitees of the Supplier entering upon any premises or property including property in the possession or control of the Purchaser) in any way associated with this Purchase Order;
  - Any litigation pursuant to any claim referred to above. The Purchaser shall give the Supplier reasonable notice of the commencement of any such litigation. Immediately upon becoming aware of circumstances giving rise to a claim under this clause, the Supplier shall notify the Purchaser in writing setting out full particulars of the claim and allow the Purchaser full and free access to all information and locations for the purpose of conducting such inspections and tests as the Purchaser in its absolute discretion considers necessary to investigate the claim.

#### 6. FREIGHT, DELIVERY & INSURANCE CHARGES

- 6.1. Any reduction in the Supplier's costs resulting from a reduction in freight rates, customs duties and or sales taxes or goods and services tax from those in force at the date of this Purchase Order shall be paid to or allowed to the Purchaser by the Supplier in reduction of the price payable to the Supplier by the Purchaser.
- 6.2. No charges for packing or any other or additional charges shall apply unless expressly agreed with the Purchaser prior to this Purchase Order being executed. Packing slips showing the relevant Purchase Order Number must accompany all deliveries.
- 6.3. Insurance of goods in transit to destination shall be the responsibility of the Supplier unless otherwise stated in this Purchase Order.

#### 7. COPYRIGHT

- 7.1. Where goods supplied are manufactured by the use of tools, dies, patterns, templates or drawings, such tools, dies, patterns, templates or drawings supplied by the Purchaser are acknowledged by the Supplier to be the property of the Purchaser and the Supplier must:
- not at any time use such tools, dies, patterns, templates or drawings for the purpose of manufacturing goods for supply to any other company or person or to the Supplier's own advantage unless expressly authorised so to do by the Purchaser;
  - return such tools, dies, patterns, templates or drawings immediately upon being so requested by the Purchaser; and
  - Not at any time disclose any commercial or technical details of product or manufacturing techniques of the Purchaser to another party, and shall keep such material confidential.

#### 8. WORK ON SITE

- 8.1. Where this Purchase Order includes the carrying out of works or provision of services upon a site, then in addition to these terms and conditions, the Purchaser's Head Contract terms and conditions shall apply on a back to back basis. A copy of the Head Contract terms and conditions shall be provided on request. In such instances, to the extent that there is any discrepancy between these terms and conditions and the Purchaser's Head Contract terms and conditions then the latter shall prevail.
- 8.2. As a minimum requirement, the supplier shall ensure that all employees or agents representing or acting on behalf of the Supplier in relation to works or services carried out for the Purchaser, comply with all legal requirements in relation to Occupational Health and Safety including but not limited to, appropriate supervision, suitable personal protective equipment, adequate training, maintenance of plant & equipment and risk assessment and treatment of all activities.
- 8.3. When performing works on any site, the Supplier must procure and maintain at their cost the following minimum insurance policies:
- Workers Compensation as per state legislation
  - Insurance of Supplier owned, hired or lease motor vehicles, plant and equipment to replacement value.
  - Product and Public Liability Insurance with a minimum cover of AUD\$10 million per event.
- All policies shall include (where applicable) a waiver of subrogation and principals indemnity in favour of the Purchaser and their customer.

#### 9. EXPLOSIVES, DANGEROUS GOODS AND HAZARDOUS SUBSTANCES

- 9.1. The Supplier must, having regard to the nature of the goods to be supplied, comply with all statutes or other legislation concerning the use, storage, sale and delivery of goods.
- 9.2. Without limiting the generality of clause 9.1, where the purchase order is for the supply or involves the use of:
- Explosives or dangerous goods, the contractor must strictly comply with the requirements of the Explosives and Dangerous Goods Act 1961 (WA); and
  - Hazardous substances, the supplier must strictly comply with Central Systems regulations and procedures, available for inspection on request.

#### 10. GENERAL

- 10.1. Waiver by the Purchaser of any specific fault or default by the Supplier, or failure of the Purchaser to cancel this Purchase Order or any part of it when a right to do so arises, shall not constitute a waiver by the Purchaser of any of the other conditions of this Purchase Order or any rights under these terms and conditions or at law, save and except to the extent that such defaults as are specifically waived. In the event of payment for the goods before receipt by the Purchaser, such payment shall not constitute a waiver of any rights or claims that the Purchaser might have arising out of or in connection with inspection of the goods after receipt or otherwise.
- 10.2. The proper law applying to this Purchase Order shall be the laws of Western Australia and the parties irrevocably submit to the jurisdiction of the Courts of that state.
- 10.3. The total price shown on this Purchase Order is the GST inclusive price of the Supply. If GST applies to any Supply, in addition to any payment or amount due under or consideration payable or to be provided pursuant to this Purchase Order the Supplier may recover from the Purchaser an additional amount on account of GST. Such amount shall be calculated by multiplying the value of the payment for the relevant Supply by the prevailing GST rate.
- 10.4. Any amount on account of GST recoverable under the preceding clause must be calculated without any deduction or set-off of any other amount and must be paid at the same time as the consideration for the relevant supply is payable or to be provided.