

CONDITIONS OF ORDER

- 1 The contents of this order, including these conditions and any Special Conditions nominated on the front of this order shall constitute the entire agreement between the parties superseding all or any prior agreements. No provisions specified by the Seller or any prior agreement or understanding in any way changing, modifying or amending this order or any of its conditions will be effective or binding upon the Purchaser unless made in writing by its authorized representative as part of this order
- 2 In the event that any conditions of acceptance given by the Seller relevant to the subject matter of this order vary or conflict with these order conditions then these conditions shall prevail
- 3 This agreement shall not be assigned without the Purchaser's consent in writing first obtained
- 4 The cost of packing, crating and cartage of all deliveries shall be at the expense of the Seller unless stated otherwise in this order
- 5 The Seller shall include two (2) copies of the packing list with each consignment, one externally fixed to each package and protected in plastic and one internal to each package. Purchaser's count will be final and conclusive on all consignments not accompanied by a packing list. The Purchaser shall not be liable to the Seller for any materials delivered contrary to the requirements of this order and may return such at the Seller's expense
- 6 The Seller shall be responsible for all documentation required to effect consignment of the goods subject of this order, including but not limited to commercial invoices, certificates of origin, bills of lading, and receipted transport accounts, all to be provided to the destinations and at the times required to give effect to this order and in accordance with such laws and regulations then in force
- 7 By supply pursuant to this order the Seller represents and warrants that it has complied with all laws applicable to the goods, materials and/or services to be supplied and indemnifies the Purchaser against any costs howsoever arising including without limitation legal costs and government charges in respect of a breach of any statute or of contractual obligations by the Seller with its suppliers and agents
- 8 All items to be supplied shall be subject to Purchaser's inspection at any reasonable time before and/or during manufacture and within a reasonable time after delivery. All materials shall remain at the Seller's risk until the Purchaser has accepted the materials
- 9 Seller expressly warrants that all goods, materials, services and workmanship covered by this order will conform to the specifications, drawings, samples or other descriptions herein and will be merchantable, of new material and free from defect, and the Seller further warrants that it has made its own enquiries and satisfied itself as to the final use by the Purchaser of the items to be supplied and that those supplied under this order will be fit for their intended purposes
- 10 The Seller guarantees that the workmanship and material of goods manufactured or supplied by it shall be the best of their respective kind and agrees to replace or repair within a reasonable time without cost to the Purchaser any item in which defective workmanship or material is found, provided notice of the defect is made within one (1) year from date of delivery. Where materials are furnished but not manufactured by the Seller, the Seller adopts all liability as if it were the manufacturer.
11. By commencing supply under this order the Seller undertakes and agrees to provide all the goods, materials and/or to perform all services shown or described in the order, the plans, drawings, designs and specifications or reasonably inferable by implication therefrom
- 12 All plans, drawings, designs and specifications supplied or arising in connection with this order shall remain the property of the Purchaser and shall be regarded by the Seller as strictly confidential, and shall not be disclosed to any third party or used by the Seller except to fulfill the requirements of this order.
- 13 The Seller shall be responsible for and shall protect, defend, save harmless and indemnify the Purchaser from all losses, costs, expenses and suits, including without limitation those made or sustained in respect of property damage, infringements of copyright, trade mark or letters patent in the supply or subsequent use of the contents of this order
- 14 Except as authorized in writing by the Purchaser, the Seller will not vary the scope or type of work or materials to be provided under this order and the Purchaser's prior written consent to such variation shall be a condition precedent to any entitlement of the Seller to be paid for such variations under contract or at law. The Purchaser shall not be liable to the Seller in contract or otherwise for any goods, materials or services except as specified, nor for rejected materials, any of which may be returned at the Seller's expense including without limitation all packing and transportation costs and any government charges or taxes levied on such
- 15 Time shall be of the essence with respect to delivery of the subject matter of this order and the Purchaser reserves the right to return for full credit any items delivered later than stipulated times and dates, at the expense of the Seller
- 16 If in the opinion of the Purchaser delivery is delayed by the Seller or if the Seller at any time advises the Purchaser of its inability to deliver by the due date the specified quantity or quality of any goods, materials or services, the same shall be deemed a fundamental breach of the conditions of this order by the Seller and the Purchaser, in addition to any other remedy, may by giving three (3) days written notice addressed to the Seller, terminate this order and the Purchaser shall be entitled to recover any loss or damage sustained due to such termination or prior breach
- 17 The signature of any employee or agent of the Purchaser for receipt of delivery shall be deemed not to constitute acceptance and a reasonable time shall be allowed for unpacking, examination, counting and to establish order compliance. Pending acceptance, the Purchaser shall be entitled to withhold retention as stipulated on the face of this order
- 18 Failure of the Purchaser to insist upon strict performance of any of the order conditions shall not constitute a waiver of any current or future rights or remedies or a waiver of any right arising by a subsequent default of any order condition. The delivery or receiving of any goods, materials or services under this order shall be deemed not to constitute a waiver or extinguishment of any right arising from a prior failure by the Seller to comply with any provision of this order
- 19 These conditions and all matters pertaining to this order shall be construed in accordance with the laws of Queensland
- 20 The Purchaser may set-off against any amount owing to the Seller any amount the Purchaser reasonably assesses as owing by the Seller to the Purchaser from wrongful or non-performance by the Seller of its obligations under this order, or at law

SPECIAL CONDITIONS Refer Front of Order