



## TERMS AND CONDITIONS OF CONTRACT FOR PURCHASE ORDER

### 1. CONTRACT

1.1 These terms and conditions shall apply unless otherwise noted on the purchase order.

1.2 The supplier shall supply all the materials, goods and undertake all work or services as described on the Order Form of which these conditions form part.

### 2. STATUS OF SUPPLIER

Nothing in the Contract constitutes the Supplier as the partner, joint venturer, servant, agent or employee of the Purchaser for any purpose whatsoever.

### 3. RIGHT TO CANCEL

The Purchaser reserves the right to cancel the Order, or part thereof, if the delivery is not completed within the time specified or such further time as agreed.

### 4. WARRANTY

4.1 The supplier warrants that all material goods and or works and services provided to the Purchaser:

- will conform with the description in the Purchase Order and with the specifications;
- will be new unless otherwise notified in writing to the Purchaser.

4.2 The Supplier warrants its staff and its contractors have the necessary skills to perform the works and or services in a competent manner

### 5. TERMS OF PAYMENT

Unless otherwise agreed, payment shall be made within twenty eight days of receipt of invoice subject to:

- the price in accordance with this contract;
- all works and/or services, materials and equipment being received and accepted by the Purchaser.

### 6. INDEMNITY

The supplier agrees to indemnify and deep indemnified the Purchaser, its servants and agents and each of them from and against all actions, costs, claims, damages or charges and expenses whatsoever which may be made brought or claimed against them, or any of them arising out of, or in relation to this contract and the supply of materials and the undertaking of any works and/or services

### 7. PUBLIC LIABILITY INSURANCE

The Supplier shall take out and keep current during the period of this contract, a public risk insurance policy in the name of the Supplier for a minimum sum of ten million dollars insurance against all actions, costs, claims, damages or charges and expenses which may be brought or made or claimed against the supplier, arising out of, or in any way relating to the contract

### 8. WORK HEALTH AND SAFETY

The Supplier shall comply with the provisions of the Work Health and Safety (National Uniform Legislation) Act 2011 and all associated regulations, relevant Australian standards, Codes of Practice and Guidelines. Supplier will ensure that its employees comply with all associated regulations, relevant Australian standards, Codes of Practice and Guidelines, Improvement notices and Prohibition notices issued thereunder, and having application to this contract.

### 9. WORKCOVER

The Supplier agrees to indemnify the Purchaser in respect of any action, claim, demand, suit or proceedings made by the Supplier or an employee of the Supplier brought in connection with the Workers Rehabilitation and Compensation Act 2012.

#### As applicable:

9.1 the Supplier shall ensure that it is registered as an employer under the Workers Rehabilitation and Compensation Act 2012 and that it pays all levies due thereunder in respect of its employees engaged in or about the works

9.2 Alternatively, where the Supplier is not required to be registered with WorkCover, the Supplier shall have, or take out and keep current, a personal accident and sickness insurance policy for period from the commencement of the works, or provision of services, extending until the completion date of the contract.