1. Definitions

The following words where the context so permits shall have the following meaning:

“Purchase Order” means the Purchase Order and all attachments, exhibits and documents referenced herein and all terms and conditions hereto together with any changes agreed by way of variation.

“Supplier” means the vendor; these words used interchangeably and the person, firm or corporation to whom the Purchase Order is issued.

“Purchase Order” means the Purchase Order and all attachments, exhibits and documents referenced herein and all terms and conditions hereto together with any changes agreed by way of variation.


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2. Interpretation

(a) In the absence of any conformity of documents shall be Purchase Order; any special conditions attached herewith, drawings and specifications. In the event of any ambiguity within any one document the Supplier shall notify the Purchaser who shall direct the Supplier as to the interpretation to be placed in supplying the Goods and/or carrying out the services or work.

(b) Contract

The Purchaser when duly signed and bearing an order number, is the only form which will be recognized by the Purchaser as authority for charging Goods and/or Services to its account. The Purchaser will be liable for all amounts invoiced thereon unless and until the correct payment thereon has been made to the Purchaser. The Supplier does not and will not accept any form, order, letter, note, document or invoice sent by an employee or agent authorised by the Purchaser. This Purchase Order together with all documents attached hereto or incorporated herein by reference, constitutes the entire agreement applicable to the Goods and may not be modified except by written agreement. The Purchaser does not and will not accept any form, order, letter, note, document or invoice sent by an employee or agent authorised by the Purchaser. This Purchase Order together with all documents attached hereto or incorporated herein by reference, constitutes the entire agreement applicable to the Goods and may not be modified except by written agreement.

(c) Variations to Contract

Variations to Contract variations of any description shall be effected in writing by the Purchaser and all such variations shall be subject to the terms and conditions of this Purchase Order. All claims for extra costs due to variations to contract not so recognised unless duly agreed to in writing by the Purchaser prior to delivery, manufacture or provision of the service.

(d) Applicable Law

This Purchase Order and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the laws of Western Australia. The parties hereto hereby agree that any legal action or proceeding may be brought in the State of Western Australia and shall submit to such exclusive jurisdiction of the Courts of Western Australia.

(e) Price(s)

The price(s) payable by the Purchaser for the Goods shall be those stated in the Purchase Order and shall remain firm and fixed, not subject to rise and fall except where specifically detailed herein. The commencement of any work or the supply of any Goods by the Supplier shall be deemed as acceptance of these terms and conditions and a contract shall be formed only on the terms and conditions set forth in the Purchase Order.

(f) Tax invoices

Tax invoices must contain the Purchase Order number and sufficient information for the Purchaser to determine the amount of tax and whether GST, if any, is payable in respect of the Goods and Services supplied. Failure to include this information may result in the Purchaser not being able to account for the tax.

(g) Delivery of Goods

Any dispute arising between the Purchaser and Supplier regarding this Purchase Order must first be referred to arbitration in accordance with the Institute of Arbitrators and Mediators Australia Rules for the Conduct of Commercial Arbitrations before either of the parties seeks the intervention of any court of law for the resolution of a dispute.

(h) Construction of Contract

The Supplier warrants that it has fully investigated the possible implication or claim of infringement of any patent, trademark, trade secret or copyright and that no such infringement has or is likely to occur. The Supplier undertakes to indemnify the Purchaser against all costs, damages or losses suffered by it in respect of any claim made under any patent, trademark, trade secret or copyright. In the event any such claim prevents the Purchaser from using the Goods supplied under this Purchase Order the Supplier shall take all reasonable steps at its expense to procure use of such rights and if it is unable to so do will modify, replace the Goods and refund all monies paid in respect of the Goods including the costs and expenses for removal and reinstatement of alternative Goods.

(i) Insurance

Insurance

The Supplier warrants that it has fully investigated the possible implication or claim of infringement of any patent, trademark, trade secret or copyright and that no such infringement has or is likely to occur. The Supplier undertakes to indemnify the Purchaser against all costs, damages or losses suffered by it in respect of any claim made under any patent, trademark, trade secret or copyright. In the event any such claim prevents the Purchaser from using the Goods supplied under this Purchase Order the Supplier shall take all reasonable steps at its expense to procure use of such rights and if it is unable to so do will modify, replace the Goods and refund all monies paid in respect of the Goods including the costs and expenses for removal and reinstatement of alternative Goods.

(j) Indemnity

The Supplier shall indemnify the Purchaser from any loss of any nature whatsoever which the Purchaser or the Supplier may incur as a result of or in connection with the Supplier's performance, non-performance or purporting performance of this Purchase Order.

(k) Assignment

Assignment and Sub-contracting

The Supplier shall not assign or Sub-contract the Purchase Order or any part thereof without first obtaining written approval from the Purchaser. Any such permitted assignment or sub-contracting shall be subject to the Supplier's obligations under this Purchase Order. The Purchaser retains the right to assign or all or any portion of the Purchase Order to the Principal upon written notification to the Supplier.

(l) Delivery and Time

The Purchaser shall ensure the Goods in their full replacement value against damage or destruction by usual and reasonable perils having regard to the nature of the Goods from commencement of the Contract, until delivery to the Purchaser's premises. The Supplier shall be liable for any losses or damages suffered by the Purchaser to the extent not terminated by the Purchaser. In the event of a breach by the Supplier of any of the terms of this Purchase Order, the Purchaser may exercise any other rights or remedies provided by law or under this Purchase Order for any such default or breach by the Supplier.

(m) Indemnity

The Supplier shall ensure the Goods in their full replacement value against damage or destruction by usual and reasonable perils having regard to the nature of the Goods from commencement of the Contract, until delivery to the Purchaser's premises. The Supplier shall be liable for any losses or damages suffered by the Purchaser to the extent not terminated by the Purchaser. In the event of a breach by the Supplier of any of the terms of this Purchase Order, the Purchaser may exercise any other rights or remedies provided by law or under this Purchase Order for any such default or breach by the Supplier.