

TERMS AND CONDITIONS OF PURCHASE ORDER

1. PURCHASE ORDER CONTRACT

These conditions together with any specification provided by Council in connection with the supply of the goods or services ("the Specification") and the attached order shall constitute the contract documents and the entire terms of the agreement.

2. THE GENERAL SCOPE OF PURCHASE ORDER CONTRACT

This Purchase Order Contract requires the Contractor to:

- 2.1 Supply goods or services as nominated as to sizes, quantities and types;
- 2.2 Ensure that the goods or services delivered comply with the quality size and nature specified in any Contract Documents or correspondence agreed by Council's representative officer.
- 2.3 Supply the same for the amount or at the rates of charge referred to in the attached order;
- 2.4 Comply in all respects with the Contract Documents (if applicable) concerning the sale, supply, delivery and payment of goods and services on the purchase order.
- 2.5 No goods will be paid for, received or acknowledged without the issue to the supplier or contractor of this form of official Council Purchase Order.

3. QUALITY

The quality of the Materials delivered shall not differ from that specified in the Purchase order or Contract Documents (if applicable) unless the change in quality is ordered by the Council representative in a written form specifically referring to the amendment of the quality.

4. STATUTORY REQUIREMENTS

The Supplier or Contractor shall ensure that its supply and delivery of the goods or services satisfies all of the requirements of all relevant Acts of Parliament and all ordinances, regulations, by-laws, orders and proclamations made that are relevant to the purchase.

4.1 Material Safety Data Sheets

As per Occupational Health & Safety Act, 1985, No. 10190, the supplier shall forward all necessary information re chemical composition, safety measures and product treatment via Material Safety Data Sheets in the delivery of goods to Council.

5. DELIVERY

- 5.1 Delivery shall be made to such locations and at such time as shall be nominated by the Council in the attached order.
- 5.2 Upon delivery the Materials shall be accompanied by a delivery document with the Council's order number nominated thereon. A separate tax invoice shall be sent to Council as soon as possible which shall state clearly the contents of the delivery, pricing including freight costs, and Council's order number and the requesting officer's details.
- 5.3 The Price shall be inclusive of all freight insurance and other charges in or in connection with the forwarding of the goods or services to the Council.
- 5.4 All elements of the goods or services delivered by the Contractor shall be at the risk of the Contractor and no liability to pay for them shall arise until that element of the goods or service are approved by the Council and delivery is accepted in writing or by counter-signature.
- 5.5 Should the supplier be at fault in the completion of a service or delivery as specified, upon return of any such element of the goods which are not acceptable to the Council the Contractor shall reimburse the Council for:
 - (a) any amounts paid by the Council on account of the price of the returned elements of the goods ; and
 - (b) any costs incurred by the Council in connection with the delivery or return of the relevant element of the returned goods.

6. TERMS OF PAYMENT

The Council shall pay the Price to the Supplier or Contractor as soon as practicable on receipt of Invoice subject to:

- 6.1 the Price being in accordance with this Contract;
- 6.2 the Materials being received and accepted by the Council as satisfying the Purchase Order Specification or Contract Documents;
- 6.3 Goods and Services Tax being included in the Price.
- 6.4 A correct purchase order number being quoted on the tax invoice.
- 6.5 Council's terms of trading, unless mutually agreed upon in writing with the requisitioning officer at the time of Ordering, shall be nett 30 Days payment.

8. ACCEPTANCE OF GOODS

All goods are accepted subject to check and inspection, and Council reserves the right to return any faulty or unsuitable item(s) and withhold payment.

The Council shall only be obliged to accept delivery of such goods or services as comply with the Purchase Order or Contract Documents. If the delivery of the Materials shall not comply with all of the same in any respect then the Contractor shall, - if so required by the Council remove all such rejected elements of the Materials and replace with a delivery of the goods or service acceptable to the Council.

All freight, insurance and other charges whatsoever in connection with the return of the goods or services and the delivery of a further supply of the Materials shall be paid and borne by the Contractor.

9. SAMPLES

The Council may require, as a condition of delivery of any part order of goods or services that, the Contractor supply a sample of the relevant Materials for approval by the Council. In the event that such a sample is produced and approved then any delivery is referable to the sample and shall be of a size and nature and quality consistent with that of the approved sample.

10. PROPERTY IN THE MATERIALS

Where any part or progress payment for the goods or service is made by the Council the entire title of the property shall pass without exclusion or limitation. But, subject to the Council's right to subsequent rejection in the event that the relevant goods or services is discovered to not comply with the terms of this Contract, the Specification or the relevant order.

11. WARRANTY

The Contractor warrants that all of the Materials delivered to the Council:

- 11.1 will conform to the relevant description of the same contained in the Contract Documents or Purchase Order;
- 11.2 shall be of good merchantable quality and for the known purpose for which it is sold;
- 11.3 are new (unless otherwise specified);
- 11.4 are free from all liens and encumbrances and the Contractor has a good marketable title thereto; shall be delivered by the due delivery date specified on the attached order.

These warranties are in addition to any warranty or guarantee provided by the Contractor or Supplier in respect of the relevant element of the Materials or implied by law.

12. GENERAL MATTERS AND DEFINITIONS

- 12.1 Unless otherwise provided all references to sums of money shall be in terms of Australian currency, all documents and communications shall be in the English language and all references to measurements, quantities, dimensions and units shall be in terms of Commonwealth legal units.
- 12.2 The laws in force in the State of Victoria shall apply to this Purchase Order and the parties shall submit to the jurisdiction.

13. ASSIGNMENT

The Contractor shall not, without the prior written approval of the Council, assign the Contract or assign, mortgage, charge, encumber any of the moneys payable under this Purchase Order.

14. PART ACCEPTANCE OF ORDER

Where the Council has accepted an element of the Goods that constitute part of a "Materials Request" the Council shall pay the Contractor or Supplier that part of the purchase price attributable to that element of the Goods accepted.

14. NO WAIVER

No failure or delay on the part of a party to exercise any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof or exercise of any right or remedy.

15. SPECIAL CONDITIONS

Any special conditions that the Council shall incorporate on the attached order shall be incorporated in the event that the Contractor shall make delivery of the goods referred and in the event of any inconsistency with these terms and conditions such special conditions shall prevail.

16. TIME OF THE ESSENCE

Time shall be of the essence as regard to any date or period under the terms and conditions.