

# Terms and Conditions of Purchase Order



1. This order, including the terms and conditions herein and on the face hereof, constitutes the entire agreement between the parties hereto. No agreement or understanding in any way changing, modifying or amending this order or any of the terms and conditions thereof will be effective or binding upon the Purchaser unless made in writing by an authorized representative of the Purchaser.
2. The cost of packing, crating and cartage of all materials supplied on this order, shall be at the expense of the Seller unless otherwise stated.
3. Failure of the Purchaser to insist upon strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that the Purchaser has or shall have and shall not be a waiver of any subsequent default of the terms and conditions hereof. The shipping or receiving of any articles or materials under this order shall not be deemed a waiver of any rights for any prior failure by the Seller to comply with any of the provisions of this purchase order.
4. Delivery requirements:  
Seller shall include one (1) copy of the packing list with each shipment. Purchasers count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Materials delivered in error or over-shipment in quantity will be returned at Sellers expense.  
Shipping Requirements:  
Seller shall be responsible for such documentation as may be required by Governmental authorities to effect shipment of the goods subject to this order, including but not limited to commercial invoices, certificates of origin, bills of lading, (land and marine), Special Customs invoices, Special Consular invoices in the quantities, to the destinations and at the designated times required by such laws and regulations then in force together with copies of each document to the Purchasers address as noted on the face of the order.
5. Purchasers order number and 'marks' are to be shown on all invoices, shipping papers, containers and packing lists.
6. If shipment moves on commercial Bill of Lading, Seller must submit with his invoice, the original and one (1) copy of Bill of Lading, if transportation charges are for the Purchasers account, the original and one (1) copy of the receipted transportation bill must be submitted and shipment shall be by the route and method designated on the face of this order and in the event of no such designation, then the shipment shall be by the least expensive route and method.
7. By acceptance of this order Seller represents that he has complied with all laws applicable to the materials and/or services ordered including all associated environmental and occupational health and safety regulatory requirements.
8. All materials supplied on this order shall be those specified and the best of the respective kind, and shall be subject to Purchasers inspection at any reasonable time before or during manufacture and within a reasonable time after delivery to destination. Title to, property in and ownership of materials shall remain with Seller at Sellers risk until Purchaser has accepted the materials. Materials other than those specified shall not be supplied without Purchasers written approval. Rejected materials will be returned at Sellers expense including all transportation charges paid by Purchaser. Purchaser shall not be liable for general property or other similar taxes levied against rejected materials.
9. Seller expressly warrants that all articles, materials and work covered by this order will conform to the specifications, drawings, samples or other descriptions furnished or adopted by Purchaser and will be merchantable, of good material, and free from defect, and further warrants that where materials are specific or ascertained at date of contract the materials will be reasonably fit for the reasonable purposes of Purchaser.
10. Seller guarantees the workmanship and material of goods manufactured by it and described on this order and agrees to replace or repair within a reasonable time without cost to the Purchaser any item in which defective workmanship or materials is found, provided claim is made within one (1) year from date of delivery and the Seller shall be liable for any and all losses sustained by the Purchaser by reason of such defect, in the event that materials are furnished by the Seller but not manufactured by the Seller then the Seller guarantees same to the extent of and on the terms of the manufacturers warranty.
11. All plans, drawings, designs and specifications supplied by Purchaser to Seller shall remain the property of Purchaser and any information derived therefrom or otherwise communicated to the Seller, shall be regarded by him as strictly confidential, and shall not without consent of Purchaser be disclosed to any third party or made use of by Seller except in connection with furnishing any article or performing any work at the direction of Purchaser.
12. In accepting this order the Seller undertakes and agrees to provide all the materials and/or to perform all services (herein called 'the work') shown or described in the contract plans, drawings, designs and specifications, and in strict compliance therewith, and the Seller further undertakes and agrees that all persons other than employees of the Purchaser, engaged upon the work or entering the premises of the Purchaser for the purpose of performing the contract shall be considered servants or agents of the Seller and not of the Purchaser.
13. If the materials to be furnished hereunder are to be specifically manufactured in accordance with the drawings, plans and specifications, Purchaser may by written order, make changes in such drawings or specifications and any difference in price or time for performance resulting from such changes shall be equitably adjusted and the order modified in writing accordingly.
14. The Seller shall be responsible for and shall protect, defend and save harmless and indemnify Purchaser and/or Purchasers client from all loss, costs, expenses, suits, claims and damages of every nature whatsoever arising out of or by reason of the performance or purported performance of the contract by the Seller including without limitation those made or sustained in respect of property damage, personal injury (including death) and infringements of copyright, trade mark or letters patent in the use or sale of articles or materials covered by this contract, except articles or materials supplied in accordance with specifications or designs originating with Purchaser and from all liability arising out of any taxed or other assessments levied against rejected materials.
15. If in the opinion of Purchaser the work is delayed by Seller for any reason, whether or not for causes beyond Sellers control, or if the Seller at any time advises the Purchaser of its inability to deliver materials on delivery date or perform any terms of this contract or if Seller fails to deliver on scheduled date the specified quantity or quality of materials, or if the services to be performed by the scheduled date are not fully performed by such date, or if the work is in the opinion of the Purchaser being jeopardized by reason of faulty workmanship of Seller, the same shall be deemed a default hereunder and the Purchaser, in addition to any other remedy may on three (3) days written notice, addressed to the Seller at its last known address, terminate the contract. If the contract is terminated for other than reasons beyond the control of the Seller then the Purchaser shall be entitled to recover any loss sustained by reason of such termination.
16. The agreement created hereby shall not be assigned nor shall any works required to be performed hereunder be sub-let without the Purchasers consent in writing first had and obtained.
17. In the event that the terms and conditions of any acceptance document given by the Seller relevant to the goods described in this quotation vary or conflict with the terms and conditions contained herein then the terms and conditions contained herein shall prevail.
18. There are no agreements, understandings or stipulations relevant to this order that are not contained herein, provided however, that in the event of any term or conditions set forth on the face of this order being contrary to or conflicting with any of the terms and conditions herein then the terms and conditions herein shall be deemed to be varied accordingly.
19. Time shall be of the essence of this contract and the right is reserved to return for credit any items delivered later than stipulated times and dates.
20. These conditions and all matters pertaining to the contract of sale shall be construed in accordance with the laws in force in the jurisdiction where the order originated.
21. The Purchaser may set-off any amount owing by the Purchaser to the Seller (whether liquidated or unliquidated) against any amount owing by the Seller to the Purchaser (whether liquidated or unliquidated). All rights, including implied rights, of the Seller to set-off against any amounts owing by the Purchaser are excluded.
22. The signature of any of our employees for goods delivered is not to be taken as our acceptance of either the quantity or the quality of the goods indicated on delivery receipts. Reasonable time must be given for examination of the goods as comprised in delivery and shall be subject to established claims for shortage, discrepancies, or non-conformity with specifications.
23. Ausco Modular Pty Limited and its customers reserve the right to enter the suppliers premises for the purpose of quality audit. Where the supplier has a quality system it is our preference that it conforms to the requirements of AS3902/ISO9002 or its equivalent and should be utilized on our order.