

CONDITIONS OF ORDER (“CONDITIONS”)

The order on the reverse side hereof is contingent upon the supplier of the Goods (“Supplier”) complying with all of the following Conditions. Any expenses incurred by the Supplier as a result of any deviation therefrom will be to the Supplier’s account.

1. The Supplier must supply and deliver all goods and/or services specified on this order (“Goods”) for the amount stated, within the times stated for delivery of the Goods.
 2. Vass (“Purchaser”) reserves the right to cancel all or any part of this order if delivery is not made within the time specified in the order.
 3. The time specified on the order form is of the essence in this contract and the Supplier agrees to indemnify the Purchaser for extra expenses or damages incurred by the Purchaser as a consequence of the Supplier failing to supply the Goods to the Purchaser by the delivery due date.
 4. Any delays in production or availability of the Goods that become known to the Supplier during the delivery period must be immediately communicated to the Purchaser. However, such communication by the Supplier to the Purchaser does not in anyway invalidate any of the obligations imposed on the Supplier elsewhere in these Conditions.
 5. Variations to the Goods (whether in respect of quantity, type, extent, time or otherwise) may be ordered at any time by the Purchaser in its absolute discretion, and any such variation does not vitiate this order and the value thereof will be added to or deducted from the contract sum. All variations are subject to these Conditions and claims for extra costs or variations to this order by the Supplier will not be recognised unless authorised by the Purchaser in writing prior to the Goods being obtained and/or manufactured.
 6. Where the Goods specified are subject to a sub-contract under a main contract that the Purchaser is a party, the Supplier agrees to be bound by the conditions of the main contract so far as the same relates to the said sub-contract. The Supplier may inspect the main contract at the Purchaser’s address stated on the order, or at such place as otherwise agreed between the parties.
 7. Merchandise or other materials supplied against this order must be of recognised standard quality or better or if sold by sample exactly like sample and in either case is expressly warranted to be fit for the use for which it is intended.
 8. All Goods or materials furnished against this order must also comply with the codes and requirements of the appropriate statutory authorities.
 9. Unless agreed to by the Purchaser, the specific quantity, quality, type, weight and measurement of the Goods or material ordered cannot be changed. All Goods supplied must be accompanied by a Delivery Docket listing the Goods in sufficient detail to enable the Purchaser to check the Goods at time of delivery.
 10. No responsibility will be accepted by the Purchaser for any Goods unless Delivery Dockets have been signed by an authorised representative of the Purchaser.
 11. The signing of the Delivery Docket by the Purchaser in no way infers that the Purchaser has accepted the condition or quantity of the Goods. The Purchaser reserves the right to refuse delivery of any Goods or material that vary in anyway from the order, and to purchase such Goods elsewhere. Any extra expense incurred by the Purchaser as a result of this clause will be a debt due by the Supplier to the Purchaser.
 12. The original invoice is to be mailed to Purchaser’s address within one week of supplying any item on this order. Any item on this order supplied after the twenty-fifth of the month is to be considered as being supplied on the first of the following month. Purchaser’s purchase order number MUST be shown on Supplier’s invoice or the invoice may be returned for this information before payment is effected.
 13. The Purchaser reserves the right to reject or return at the risk and expense of the Supplier, such portions of any shipment that may be found to be damaged, defective or failing to comply with specifications or failing to be of ‘acceptable quality’ as that term is defined in the Australian Consumer Law, without invalidating the remainder of the order. Such rejected Goods shall remain the property of the Supplier.
 14. Goods are deemed to be delivered when the Supplier unloads the Goods from the relevant transportation and delivers the Goods into the store, as nominated by the Purchaser. Delivery must be made by that transport which will ensure delivery is made without delay relative to the stated delivery time on the face of this order.
 15. Loading bills are to be made available to the Purchaser immediately upon request.
 16. The Supplier must take all care in the crating and packaging of Goods to prevent damage during transport, and the Supplier will be responsible for all loss caused through packaging being insufficient or faulty. If it is agreed that freight charges are chargeable to the Purchaser’s account, the Supplier will ensure the package size of all Goods is kept to minimum dimensions where freight charges are subject to volume measurement.
 17. **Blue Prints, Tools, etc:** All tools, dies, gauges, jigs and other equipment, and all drawings, prints and specifications and other paper, whether:
(a) supplied without charge by the Purchaser to the Supplier; or
(b) purchased or manufactured by the Supplier on request by the Purchaser and for which the Purchaser will make full payment,
are the sole property of the Purchaser.
- On completion or cancellation of this order, the Supplier must, as required to do so by the Purchaser, hand to the Purchaser all finished or unfinished work relevant to this order as it relates to all items set out in this clause 17, whether the Purchaser has paid for those items or not. The Purchaser reserves all rights in connection with designs, drawings and samples and such designs, drawings and samples or any substantial portion or description thereof are not to be produced or reproduced in any material form without due authority in writing from the Purchaser.
18. The Supplier will indemnify the Purchaser and keep the Purchaser indemnified from and against any liability and any loss or damage the Purchaser may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any of these Conditions by the Supplier or its representatives including any liability or loss arising to the Purchaser from liability to third parties arising from defective or incorrectly supplied Goods or materials delivered under this order.
 19. Should this order relate to P.C. items acquired for a contract held by the Purchaser then the said Goods are so ordered only under instructions from the Purchaser’s principals. The Purchaser will not become legally liable to pay for the said Goods until same are acknowledged and completely approved by our principals. Payment by the Purchaser for such P.C. items shall be subject to the withholding from the Supplier of retention monies. Such retention monies shall be at the same percentage rate applicable in the Purchaser’s main contract to the sub-contract. The Supplier will indemnify the Purchaser and will keep the Purchaser indemnified against any action, claim, suit or demand, cost or expense arising from an alleged infringement of letters patent, design, trademark or name or other protective rights in respect of any article or thing, method, fixed or used or supplied by the Supplier in the works or in the production of the Goods.
 20. The Supplier must provide an acknowledgement of receipt of this order to the Purchaser within 7 days of receipt of this order.
 21. The Supplier must not without the Purchaser’s written permission assign or transfer the order or any part of it to any other person or company, and must not without the Purchaser’s permission sub-let the order or any part thereof other than for materials, minor details or for any part of the Goods for which the manufacturer is named in the order of specification. Any such consent does not relieve the Supplier of its obligations under the conditions of this order.
 22. The Goods or materials will remain at the Supplier’s risk including risk of deterioration until actually delivered to the address shown on this order or elsewhere by the Purchaser’s duly authorised representative, employee or agent.
 23. In accepting this order, which acceptance may be expressed or implied by writing, oral or part delivery or otherwise, the Supplier acknowledges that it agrees to all of the Conditions and that any additional terms and conditions contained in his acceptance or confirmation of this order on its delivery docket or otherwise do not apply to this order.
 24. Unless otherwise stated, the prices stated on the order are fixed for the time specified therein.
 25. The Supplier agrees to comply with the Purchaser’s terms of payment that may apply from time to time. Such terms will be supplied by the Purchaser on request.