

## PURCHASE ORDER CONDITIONS

1. The Supplier must:
  - Scope** 1.1 Supply goods and/or materials of merchantable quality as set out in this Order.
  - Compliance** 1.2 Comply with laws, regulations and statutory requirements including the building licence and other approvals.
  - Head Contract** 1.3 Assume the Contractor's relevant Head Contract obligations and responsibilities. In construing the Head Contract, Principal/Proprietor/Owner means Contractor and Contractor/Builder means Supplier.
  - Documents and Variations** 1.4 Consult the contract documents to construe the Order or ascertain delivery dates and obtain the Contractor's written agreement before executing variations to the Order. Drawings, specifications and programs are available at the Contractor's office. Variation claims must be made within 5 days of completing the varied Order.
  - Instructions** 1.5 Not take instructions from the Contractor's client but refer such instructions to the Contractor.
  - Program** 1.6 Conform to the Contractor's Construction Program. The Program is part of this Order and may be altered from time to time by the Contractor. Time is of the essence. The Supplier is liable for the Contractor's costs, expenses and loss incurred because of late delivery of the Order or other non-conformity with the Program. If matters beyond the Supplier's control cause delays to the Order, the Supplier:
    - 1.6.1 Must notify the Contractor in writing within 2 days of the start of the delay;
    - 1.6.2 May apply for an extension of time for the Order within 5 days of the end of the delay.
  - Safety** 1.7 Comply with the Contractor's requirements regarding safety, deliver goods and/or materials safely, leave them on the site in a safe condition and notify the Contractor in writing of safety hazards.
  - Risk of Loss, Indemnities** 1.8 Defend and indemnify the Contractor, its client, directors and employees against injury, death, suit, claim or other loss arising in connection with the Order or acts of the Supplier, its employees, agents or contractors. The Supplier bears the risk of loss and damage to the Order until its acceptance by the Contractor. Delivery of the Order does not constitute acceptance.
  - Price** 2. The Price is stated in the Order and includes insurance, transport costs, delivery, offloading and storage, services and facilities necessary to fulfil the Order. It includes GST and is not subject to goods and/or materials cost fluctuations.
  - Payment** 3. At the times agreed by the Contractor, the Supplier may claim payment by tax invoice detailing goods and/or materials supplied and amount claimed. Unless otherwise specified on the Order, payment of approved amounts will be made within 30 days. The Contractor will deduct contra-charges or damages from payments. Retention will be as specified on the Order. Payments do not constitute acceptance of the Order. The Supplier's acceptance of final payment is a release of claims against, and liabilities of, the Contractor.
  - Ownership** 4. The goods and materials become the Contractor's property on delivery to site or on payment, whichever occurs first.
  - Default** 5. The Contractor may terminate the Supplier's Order if the Supplier breaches any of these conditions. Without prejudice to other rights or remedies, the Contractor may obtain goods and/or materials from an alternative supplier and the Supplier will be liable for any additional costs of the alternative supply, default and termination.
  - Disputes** 6. If a dispute arises in relation to the Order, either party may give the other a notice referring the dispute to a meeting of the parties to be held within 7 days of the date of the notice. If it is not resolved after 7 days, either party may submit the dispute to arbitration. If either party refers the dispute to arbitration or applies for adjudication of a Payment Dispute under the Construction Contracts Act, the Master Builders Association shall appoint the arbitrator or adjudicator. The Supplier must proceed diligently with the Order pending a decision.
  - General Provisions** 7. This Order supersedes prior quotes or agreements and contains the parties' entire agreement. No assignment, variation or waiver will have any effect unless in writing and accepted by the Contractor. The invalidity of a provision does not affect the validity of any other provision of the Order. Western Australian laws apply.

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