

1. **DEFINITIONS** - The following words shall have the following meanings:
 - "Goods" includes all goods, chattels, plant, equipment, machinery, stores and the like the subject of this Purchase Order.
 - "Company" means the Company issuing the Purchase Order.
 - "This Purchase Order" has the meaning ascribed to it in Condition 2.
 - "Supplier" means the person, firm or corporation to which this Purchase Order is addressed.
 - "Contractor" Any reference to "Contractor" shall be deemed as a reference to the Supplier.
 - "Incoterms 1990" as amended means the international trading terms as published and governed by the International Chamber of Commerce.
2. **CONTRACT** - The Purchase Order, when properly signed and bearing an order number, is the only form which will be recognised by the Company as authority for charging merchandise and services to its account and supersedes all previous communications and negotiations. The Purchase Order together with all documents attached hereto or incorporated herein by reference, constitute the entire terms of the Contract for the supply of the Goods. No terms stated by Supplier in accepting or acknowledging this order shall be binding upon the Company unless accepted in writing by the Company. The Supplier may not assign this order without the Company's prior written consent. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any provision.
3. **QUANTITY** - The quantity of Goods delivered shall not be greater than the amount specified unless an additional amount is ordered by the Company in writing of a new or amended Purchase Order. The Company may return excess quantities to Supplier at Supplier's expense. This order is not regarded as having been completed unless the specified quantity has been supplied.
4. **INSPECTION IN PROGRESS** - Supplier agrees that the Company, or designated agent shall have the right of inspection of all Goods supplied and work performed pursuant to this Purchase Order while in any stage of engineering, manufacture or installation. The Supplier shall make this a condition of any sub-contracted work. The Company, or designated agent shall have the power to reject any Goods supplied and work performed or being performed that does not conform to this Purchase Order; whereupon the Goods rejected shall be redone at no additional cost to the Company. Any such inspection shall not relieve Supplier of any obligation contained in this Purchase Order.
5. **INSPECTION ON DELIVERY** - All Goods are subject to inspection by the Company, or designated agent within a reasonable time after arrival at ultimate destination. If upon inspection any Goods are found to be unsatisfactory, defective or of inferior quality or workmanship or fail to meet the specifications or any other requirements of this Purchase Order, the Company may return such Goods to Supplier at Supplier's expense. Upon return of any unsatisfactory or defective Goods, Supplier shall reimburse the Company for:
 - (a) Any amounts paid by the Company on account of the purchase price of returned Goods, and
 - (b) Any cost incurred by the Company in connection with the delivery or return of such Goods.
6. **ENGINEERING DATA** - the Supplier shall furnish all engineering and other data in accordance with this Purchase Order within the time stated and, without prejudice to any specific requirements set out in this Purchase Order shall supply to the Company all such engineering data, installation instructions, maintenance and operating manuals, spare parts lists and other information as necessary or reasonably required in connection with the installation, operation and maintenance of the Goods, in such time as not to delay the installation, operation or maintenance of the Goods.
7. **FIRM PRICE** - All prices stated in this Purchase Order are firm and not subject to escalation.
8. **PAYMENT** - Payment shall be nett 60 days after month of delivery unless otherwise stated in the body of This Purchase Order.
9. **INVOICES** - Invoices must show the order number and the name of the plant or other destination to which the Goods were delivered or shipped. If any sales tax, duty, excise or other similar tax or charge, for which the Company has not furnished or agreed to furnish an exemption certificate is applicable to this order, it must be stated separately on the invoice.
10. **PACKING AND MARKING** - Supplier shall at its own cost properly pack and protect all Goods in accordance with the terms of this Purchase Order and if not otherwise specified in accordance with the best practices having regard to the method of carriage and handling and to the climatic conditions through which the Goods will pass whilst being transported to the site at which they will be utilised. All packages, invoices and packing lists shall be marked with weight and cubic measurements where international freight is required.
11. **CANCELLATION** - Without prejudice to Condition 12 the Company may at its option at any time and without cause cancel this Purchase Order in relation to any undelivered Goods. If this Purchase Order relates to any standard stock Goods, the Company shall be under no obligation whatsoever to the Supplier in the event of such cancellation (except in relation to any Goods delivered prior to cancellation, which the Company shall pay for). If this Purchase Order relates to any Goods manufactured or fabricated to the Company's specifications or specifications prepared by the Supplier for the Company, upon receipt of notice of cancellation, the Supplier shall cease manufacture, supply or work in accordance with and to the extent specified in the notice and shall immediately do everything possible to mitigate any cost incurred by it consequent upon such cancellation. In relation to such Goods, provided that Supplier is not in default, the Company shall pay to Supplier:
 - (a) The cost incurred by Supplier in connection with fulfilling this Purchase Order prior to date of cancellation.
 - (b) Six per cent (6%) of the foregoing cost in lieu of profit, provided however that the total cancellation payment plus previous payments shall not exceed the total price of this order. Upon such payments title to and property in any material or incomplete Goods shall pass to the Company.
12. **TERMINATION FOR DEFAULT** - In the event of any breach by Supplier of the terms of this Purchase Order, including any of the warranties herein contained, the Company may at its option, without prejudice to any other rights (including damages) that it may have as a result of such breach, cancel this Purchase Order in relation to any undelivered Goods and notwithstanding Condition 11 of this Purchase Order or any other provision hereof, shall be under no obligation to the Supplier whether by way of damages or otherwise.
13. **WARRANTY** - Supplier warrants that all Goods supplied in accordance with this Purchase Order will conform to description and any applicable specifications and standards, and shall be of good merchantable quality and fit for the purpose for which they are supplied. All Goods shall be new unless otherwise specified.
14. **SERVICE WARRANTY** - Without prejudice to Condition 13, Supplier warrants that for a period of 12 months from date of commissioning or 18 months from date of despatch by Supplier (whichever is sooner), it will at its cost repair or replace any defective parts in the Goods which become apparent under normal working conditions during such period. The provisions of this condition shall likewise apply to any part of any Goods which have been repaired or replaced until the expiration of a similar period from the date of repair or replacement.
15. **PATENTS, TRADEMARKS AND COPYRIGHTS** - Supplier warrants that the sale or use of the Goods will not infringe or contribute to the infringement of any patent, trademark or copyright in Australia or any foreign country. Supplier shall indemnify the Company against any loss or damage (including attorney's fees and other costs of defending an action) arising from any breach of this warranty. The Supplier agrees that if the Goods or any part thereof are manufactured to drawings and designs furnished by the Company, the Supplier will not manufacture any other Goods from such drawings and designs. Drawings and designs supplied as part of this order are confidential and the subject of copyright. They are not to be copied or disclosed to any third party without the Company's written consent.
16. **TITLE** - Supplier warrants that the Goods are free and clear of all liens and encumbrances and that Supplier has a good and marketable title to same.
17. **PROPERTY IN GOODS** - Where any part payment for the Goods is made by the Company the title to and property in the partly completed or completed Goods and any materials and parts to be used in the manufacture and then on hand shall pass to the Company and the same shall be appropriately marked. The risk therein shall remain with Supplier.
18. **RISK** - Risk in the Goods shall pass in accordance with the agreed delivery terms stated on the face of This Purchase Order and governed by the international chamber of commerce "Incoterms 1990" as amended.
19. **INSTALLATION OR FITTING** - The following conditions shall apply in addition to the foregoing conditions where Supplier provides work in connection with the installation or fitting of any Goods or where this Purchase Order requires either specifically or by implication the presence of Supplier or any of its servants as agents on the Company's premises:
 - (a) All work shall be performed in the best and workmanlike manner.
 - (b) If any of the work or materials is found by the Company to be defective or not in compliance with this Purchase Order and Supplier on request of the Company fails to remedy any defect or default to the satisfaction of the Company the same may be remedied by the Company at the cost of Supplier.
 - (c) Supplier shall supply all labour, tools, equipment and materials necessary to complete the work.
 - (d) Supplier shall use its best endeavours not to impede or interfere with other work in progress on the Company's premises.
 - (e) Supplier enters the Company's premises at its own risk and shall also be liable for and indemnify the Company against any loss, damage, claims or liability arising directly or indirectly out of the performance of work or presence on the Company's premises including claims against the Company whether alleging negligence on the part of the Company or otherwise.
 - (f) Supplier shall at its own expense obtain all requisite licences and permits and comply with all laws and regulations in connection with the work or installation of the Goods.
 - (g) Supplier, its servants, agents and sub-contractors shall comply with the safety regulations of the Company and with the reasonable directions and orders of the Company or its manager, foreman and authorised officers.
 - (h) Supplier shall not sub-contract or assign any part of the work without the Company's written consent.
 - (i) Supplier performs all work as an independent Contractor and not as an agent or employee of the Company.
20. **TIME** - Time is of the essence of the contract evidenced by this Purchase Order.
21. **DISPUTES** - Any dispute or difference whatsoever arising in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations.
22. **LAW APPLICABLE** - The Company and the Supplier accept the Laws of the State of Victoria, Australia as the proper Law for this Purchase Order.