

ENGINEERING SUPPLIES (WA) PTY LTD
(ABN 14 095 770 648 ACN 095 770 648)
TERMS & CONDITIONS – PURCHASE ORDER

1. General

These conditions apply to any Purchase Order for goods or services (or both) ("Goods/Service") placed by Engineering Supplies (WA) Pty Ltd ("Engineering Supplies") (whether as an offer or acceptance of an offer).

2. Quality And Delivery

The Supplier must:

- a) Provide the Goods/Service in accordance with any Special Conditions stated in the Purchase Order;
- b) Provide the Goods/Service safely and appropriately to protect it from damage; and
- c) Deliver the Goods/Service by the date, to the place and in the quantity as specified in the Purchase Order.

3. Ownership and Risk

- a) Title in the Goods/Service will pass to Engineering Supplies on delivery.
- b) The Supplier assumes all risk in the Goods/Service is accepted by Engineering Supplies.

4. Warranties

- a) In addition to any warranties implied by law, the Supplier warrants that the Goods/Service:
 - i. Is free from defects in material and workmanship and of merchantable quality;
 - ii. Is of the description and quality specified in the Purchase Order;
 - iii. Is fit for purpose;
 - iv. Complies with all applicable Australian standards and legislation; and
 - v. Does not infringe any patent, registered design, trademark or name, copyright or any other protected right.
- b) The Supplier will ensure that any warranty offered by a manufacturer of the Goods/Service is enforceable by Engineering Supplies.

5. Acceptance and Rejection

- a) Engineering Supplies may, at any time before acceptance, reject the Goods/Service if Engineering Supplies believes the Goods/ Service is defective or does not meet the requirements set out in the Purchase Order. Engineering Supplies may unpack, inspect and test the Goods/Service for this purpose.
- b) Engineering Supplies may, at any time after acceptance, reject the Goods/Service if Engineering Supplies believes the Goods/Service is defective or does not meet the requirements set out in the Purchase Order, provided that the defect could not have been discovered by reasonable inspection before acceptance.
- c) If Engineering Supplies rejects the Goods/Service (or any part of the Goods/Service) the Supplier must comply with a requirement of Engineering Supplies to;
 - i. Collect the defective Goods/Service and replace it at the Supplier's Expense; or
 - ii. Refund Engineering Supplies any amount paid for the defective Goods/Service.

6. Cancellation

- a) If the Supplier is unable to supply the Goods/Service as specified, it must promptly notify Engineering Supplies. Subject to Engineering Supplies approval of the price and quality before delivery, the Supplier may offer another Goods/Service in substitution.
- b) Engineering Supplies may (at any time before delivery), cancel or change the Purchase Order. If this occurs and:
 - i. The changes causes an increase or decrease in the cost of the Goods/Service, or time required to deliver the Goods/Service, an equitable adjustment will be made appropriate to the circumstances;
 - ii. The Supplier has already incurred expense in satisfying the Purchase Order, Engineering Supplies will pay the Supplier's reasonable expenses.

7. Price, Payment Terms, GST

If the Supplier is (required to be) registered for GST

- a) Engineering Supplies requests the Supplier to issue a tax invoice for the supply within fourteen days from the date that the goods and or services are provided. The Supplier's tax invoices are to show all the details required by a New Tax System (Goods and Services Tax) Act 1999.
- b) If the Supplier is not registered for GST (and is not required to be registered for GST) Engineering Supplies requests the Supplier to issue an invoice for the supply within fourteen days from the date that the goods and or services are provided.
- c) A (tax) invoice must identify the Purchase Order Number.
- d) Each (tax) invoice must also include ABN and the name of Supplier that is recorded in the Australian Business Register for that ABN. Otherwise, PAYG Withholding (No ABN) law requires Engineering Supplies to withhold an amount from the payment and send it to the Australian Taxation Office.
- e) Engineering Supplies will pay the Supplier all amounts due and payable to the Supplier within thirty days of the end of the month it received the tax invoice required by 7(a) or invoice required by 7 (b) respectively.

8. Termination by Engineering Supplies

Engineering Supplies may terminate a Purchase Order at any time by notifying the Supplier in writing, if the Supplier:

- a) Becomes insolvent as defined by the Corporations Act 2001; or
- b) Fails to comply with any of these conditions.

9. Indemnity

The Supplier indemnifies Engineering Supplies against any loss or damage arising out or in connection with an act or omission of the Supplier in supplying the Goods/Service or its obligations or warranties under these conditions.

10. General

- a) The Supplier must not assign the benefit of the Purchase Order without Engineering Supplies prior written consent.
- b) No variation of the Purchase Order will be binding on Engineering Supplies unless in writing and signed by a duly authorised representative of Engineering Supplies.
- c) Engineering Supplies failure or delay to enforce a condition, or to exercise a right of remedy for breach, is not a waiver of any other breach.

11. Applicable Law

The law applicable to the supply of any Goods/Service under the Purchase Order is the law of Western Australia, Australia.