



CLAUSE 1

"S.D.F." means S.D.F Electrical Pty Ltd.

The "supplier" means the person, firm or corporation from which the goods/works/services described in the Purchase Order (goods or services) have been ordered.

CLAUSE 2

The Purchase Order includes these "Terms and Conditions" and, on acceptance, constitutes the whole of the "Agreement" between the parties. It applies retrospectively where any of the goods or services are supplied before the date of issue. Any variation will be binding on "S.D.F." only if agreed by it in writing.

CLAUSE 3

The "supplier" must at its own cost fully comply with "S.D.F." Work Health and Safety (WHS), Quality and Environment requirements.

CLAUSE 4

The "supplier" must send a Notice of Dispatch to "S.D.F." at the time any goods are dispatched. The Notice of Dispatch must state the Purchase Order number, the kind and quantity of goods dispatched, the "supplier's" name, the method and date of dispatch and the anticipated time of supply.

All quotations are deemed to allow for storage to meet the requirements of the construction program.

CLAUSE 5

The "supplier" must pay all freight charges to deliver goods as specified in the Purchase Order. All goods must be suitably packed for carriage by road, sea or air and the "supplier" must carry adequate transit insurance. If pallets are required they must conform to Australian Standards (AS 4762:2000), be constructed of hardwood and non-returnable.

The Purchase Order number must be shown on all freight documents, invoices and packing slips. Goods not marked **WILL NOT BE ACCEPTED**.

General Deliveries:

1. Deliveries will not be accepted without an itemised delivery docket.
2. Deliveries must be accepted and signed for by an S.D.F Electrical representative.
3. Co-ordinate deliveries with site contact quoted on front of order.

Light Fitting Deliveries:

1. All light fittings are to be clearly labelled with the fitting type e.g. "F1".
2. All light fittings are to be supplied with lamps fitted.
3. All recessed light fittings are to be supplied with 1.5mtr Flex & Plug fitted to light.
4. All light fittings are to comply with Australian Standards.
5. All light fittings are to comply with the relevant standards associated with the industry regulatory / statutory inspecting body.

CLAUSE 6

All goods and services are subject to inspection by "S.D.F." (in any manner it may think fit) prior to or on delivery or completion. If any goods or services are found to be unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any other requirements of the Purchase Order then they may be rejected, in whole or in part. Immediately upon receiving notice of rejection from "S.D.F.", the "supplier" must at its' own risk

and expense remove all the goods, rectify all defects in any rejected services and supply replacement goods or services (as applicable) to the satisfaction of "S.D.F.". Acceptance of delivery does not prevent rejection of goods or services subsequently found to be unsatisfactory.

CLAUSE 7

The Supplier must indemnify S.D.F against any loss or damage suffered or incurred by S.D.F including in connection with:

1. any claim for loss or injury to any person or property arising out of the Supplier's negligence,
2. any claim for any act or omission by the Supplier, it's employees, sub-contractors or agents, arising from any actual or alleged infringement of any patent, design, trademark or copyright or other protected rights relating to the goods or services,
3. all costs associated with the repair/replacement of defective product(s).

CLAUSE 8

The "supplier" warrants (without limiting any other warranties or conditions implied by the law) that all goods have been produced, sold and delivered to "S.D.F" in compliance with all applicable laws, workplace health and safety legislation, Electrical Safety Legislation and Codes of Conduct.

The "supplier" warrants that all Services have been performed by appropriately qualified personnel, with due skill and in compliance with all applicable laws, environmental protection requirements and "S.D.F's" Workplace Health & Safety, Electrical Safety Conditions and site requirements.

The "supplier" must indemnify "S.D.F" against any loss or damage suffered or incurred by "S.D.F" in connection with any breach of this clause.

CLAUSE 9

Unless the Purchase Order is returned for amendment within seven (7) days after the date of issue, the "supplier" agrees the price on the Purchase Order is deemed correct and no price variations will be paid.

All prices are firm and not subject to escalation for the duration of the project.

Should the "supplier's" quotation incorporate other conditions, which are not specified on the Purchase Order, they shall not take effect unless a S.D.F Electrical Manager expressly agrees to them in writing.

CLAUSE 10

Unless otherwise specified, all goods and services must be warranted for 12 months from date of practical completion of the project.

CLAUSE 11

If the "supplier" fails to deliver the goods or complete the services within the period specified in the Purchase Order, or intimates that it is unwilling or unable to do so, "S.D.F" may, by notice in writing, cancel all or part of the Purchase Order and may contract with any other person to complete all or part of the Purchase Order if practicable, "S.D.F" shall, prior to re-contracting, obtain competitive prices. Should the cost of completing the Purchase Order exceed the balance of monies due to the "supplier", the "supplier" must pay such excess on demand to "S.D.F". This clause does not limit any other rights or remedies of "S.D.F".

CLAUSE 12

Payment Terms

- A. All **Tax Invoices** MUST include a valid "S.D.F" **Purchase Order No** as a prerequisite to Payment. Tax Invoices without a valid S.D.F" Purchase Order will be returned.
- B. Tax Invoices must be sent to the "S.D.F" Head Office postal/email address shown on the "S.D.F" Purchase Order.

Subject to **A** and **B** above, **Payment Terms** are 30 Days from the end of the month.

CLAUSE 13

Set-Off

"S.D.F" may set-off, deduct, and/or withhold any amount it believes, or asserts it is entitled to claim under or arising from the "Agreement" and if those monies are insufficient "S.D.F" may have recourse to the security provided under the "Agreement" or any other "Agreement" between "S.D.F" and the Supplier.

CLAUSE 14

"S.D.F" must only pay or reimburse the "supplier" for Goods and Services Tax (GST) in respect of a supply under the Purchase Order if the "supplier" provides "S.D.F" with a Tax Invoice for that supply in accordance with the GST Legislation.

CLAUSE 15

The "supplier" must, at its own cost, effect and maintain insurance against any risk or liability arising out of or in connection with the provision of the goods and services including, but not limited to:

- a) Public, Product and Property Liability Insurance,
- b) Workers Compensation Insurance as required by law,
- c) Comprehensive Motor Vehicle Third Party Liability Insurance,
- d) Professional Indemnity Insurance (if appropriate),
- e) Recall insurance.

When specified in the Purchase Order, the "supplier" must provide Certificates of Currency for the above insurances.

CLAUSE 16

Should the "supplier" be found to cause delays to the construction programme "S.D.F" may impose liquidated damages when/if specified as part of this Purchase Order.

CLAUSE 17

Information contained in the Purchase Order is potentially subject to disclosure to third parties under the Right to Information Act 2009 (QLD). The "supplier" acknowledges that "S.D.F" cannot guarantee that any information provided by the "supplier" will be protected from disclosure under this Act.

CLAUSE 18

The laws in force in the State of Queensland govern this Purchase Order.