



PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Sturdie Trade Services

These are Sturdie Trade Services Pty Ltd (ABN 41 131 269 791) General Terms and Conditions governing, and incorporated into a Purchase Order supplied by Sturdie Trade Services Pty Ltd and called the "Company".

These General Terms and Conditions will apply to any Purchase Order issued by the Company. No employee, agent or Supplier of the Company may vary or add to these terms without the prior written authority of the Company's Directors.

In these General Terms and Conditions:

- 'Contract' means the contract comprising the Purchase Order and these General Terms and Conditions;
- 'Supplier' means the person named as the supplier of the Goods and/or Services in the Contract and includes as appropriate the Supplier's affiliates, executors, administrators, successors, and permitted assigns;
- 'Defect' means any part or aspect of the Goods or Services which is not in compliance with the requirements of the Contract and includes any Defect which is attributable to design, workmanship or operating characteristics;
- 'Defect Liability Period' means the period determined in accordance with clause 6.1 or 8.3, as the case may be.
- 'Goods' means each and every article or thing described in the Purchase Order as to be purchased by the Company, or any part thereof;
- 'GST' has the same meaning as it does in A New Tax System (Goods and Services Tax) Act 1999;
- 'Indemnified Parties' means the Company, its officers, directors and employees;
- 'Legal Requirements' means present and future obligations arising under (a) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees, (b) the terms and conditions of any applicable government approvals, and (c) any binding requirement, direction or order of a governmental agency;
- 'Purchase Order' means the document headed as such and describing the Goods and/or Services to be supplied, to which these General Terms and Conditions are attached;
- 'Rental Items' means each and every item of equipment, article or thing described in the Contract to be hired or leased by the Company, or any part thereof; and
- 'Services' means the services described in the Purchase Order and includes the performance of all incidental or other services, and the provision of all materials and equipment, necessary to allow or assist the performance of the Services.

1. Term

The Supplier will supply the Goods, deliver the Rental Items or commence the performance of the Services on the date or within the period specified in the Contract and will continue to supply the Goods, Rental Items or perform the Services for the period specified in or determined in accordance with the Contract, unless the supply of the Goods or the performance of the Services are terminated earlier in accordance with the Contract.

2. Payment

- 2.1 In consideration for the Supplier's performance of its obligations under the Contract, the Company will pay the Supplier the rates, prices or rent (as the case may be) specified in the Contract. The rates, prices or rent specified in the Contract will be the sole consideration payable to the Supplier for the performance of the Contract.
- 2.2 The Supplier must forward an invoice in a form satisfactory to the Company marked to the attention of 'Accounts Payable' at the Company's address for payment of invoices as set out on the Purchase Order.
- 2.3 Unless otherwise stated, the Supplier shall be entitled to render an invoice upon completion of the supply of the Goods, Rental Items and/or Services or, where performance of the Contract may exceed 30 days in duration, at the end of each calendar month in which the Contract is performed.
- 2.4 The Company shall pay the Supplier by no later than the 30th day of the month immediately following the month in which the Supplier's invoice is received. Except as otherwise provided in the Contract, the Supplier will be responsible for all costs, expenses and liabilities incurred by the Supplier in connection with the supply of the Goods, Rental Items and/or Services in accordance with the terms of the Contract.

3. Compliance with Legal Requirements and directions

- 3.1 The Supplier must promptly comply with any notice from the Company at any time directing the Supplier to add to or delete from the Goods, Rental Items and/or Services to be supplied under the Contract.
- 3.2 The Supplier will comply with all Legal Requirements relating to taxation. If the Company is required by Legal Requirements to make withholdings or deductions from payments otherwise due to Supplier, then the Company may do so, and the amount so withheld will be deemed to have been paid to the Supplier.
- 3.3 In supplying the Goods, delivering the Rental Items, performing the Services or undertaking any work under the Contract, the Supplier will observe and comply with all Legal Requirements.
- 3.4 The Supplier must, at its own cost, ensure that its personnel (including its sub Suppliers) are aware of and comply with any health, safety or security directions whilst on the Company's premises. If required by the Company, the Supplier must procure, at its own cost, that its relevant personnel complete induction training to the reasonable satisfaction of the Company prior to their first entry on to the Company's premises.

4. Termination

4.1 The Company may terminate the Contract by giving 3 days' written notice to the Supplier without incurring any liability to the Supplier for any compensation or payment of moneys except what is properly due for that part of the Contract properly performed to the date of service of the notice.

4.2 If the Supplier defaults in or breaches any of its obligations pursuant to the Contract, the Company may immediately and without prejudice to any other rights reject any Goods or Rental Items delivered or by notice terminate all or any part of the Contract and the Company will not be liable to pay the Supplier any damages, compensation or reimbursement for any Goods supplied, Rental Items delivered or work or Services performed or expense incurred by the Supplier after the date of termination or any cost, charge or expense or loss of profit or other economic loss of any kind arising from or consequent upon such termination.

PART A

5. Delivery of Goods

5.1 The Supplier shall supply the Goods, and the Company shall pay the Supplier for the Goods supplied, in accordance with and to the standard required by the Contract.

5.2 If the Goods will be manufactured by the Supplier in accordance with the Contract, the Supplier must not commence manufacture until all patterns, parts or other specifications in relation to the Goods are approved by the Company.

5.3 The Supplier must deliver the Goods to the address nominated by the Company.

5.4 Goods delivered are subject to inspection and acceptance or rejection by the Company. Upon rejection of the Goods the Supplier must (a) arrange, at its own cost, to remove the Goods from the Company's premises; and (b) at the Company's election, either arrange for the Goods to be re-supplied at the Supplier's own cost (subject to the same right of rejection) and at a time to be specified by the Company or as soon as possible, or reimburse or credit the Company for any amount paid on account of the price of the rejected Goods.

5.5 Any installation of the Goods by the Supplier will be subject to the Services provisions of this Contract.

5.6 The Goods must be of the best quality and workmanship, free from faulty design and defects and suitable for the purpose intended. The Goods must conform to the Contract requirements, Legal Requirements, any applicable international or Australian standards and must not infringe any intellectual property rights.

5.7 The Supplier must furnish all engineering and other data relating to the Goods in accordance with and within the time stated in the Contract.

5.8 The time for delivery of the Goods, as specified in the Contract, is of the essence.

5.9 If it ever appears that the time for delivery of the Goods will not be met, the Supplier must immediately notify the Company of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date. In such event, the Company may (without prejudice to any other rights) terminate all or any part of the Contract and the Company will not be liable to pay the Supplier any damages, compensation or reimbursement for any Goods supplied or any work or Service performed or expense incurred by the Supplier after the date of termination or any cost, charge or expense or loss of profit or other economic loss of any kind arising from or consequent upon such termination.

5.10 Title to and property in the Goods immediately passes to the Company upon payment or delivery, whichever occurs first, and the Goods must be appropriately marked and identified as the property of the Company. Risk in the Goods remains with the Supplier until delivery to the Company in accordance with the Contract.

5.11 A representative of the Company is entitled to inspect the Goods and request and witness tests on the Goods at the Supplier's and any sub Supplier's premises. The Supplier must allow the Company access or procure such access at any time to the Supplier's and any sub Supplier's premises for this purpose. The Supplier must make this a condition of any subcontract.

6. Warranties and Defect Liability Period – Goods

6.1 The Supplier warrants that the Goods will be (a) fit for their intended purpose; (b) manufactured and supplied in accordance with good industry practices and the requirements of this Contract; and (c) free of Defects.

6.2 The delivery of a warranty from any sub Supplier or third party shall be in addition to the warranties given by the Supplier under this Contract and shall not relieve the Supplier from responsibility for its warranties under this Contract.

6.3 If any Defect in the Goods arises within 12 months from the date when the Goods are first put into service or 24 months from the date of delivery (whichever is sooner) the Supplier must, at its own cost, do all things necessary to remedy the Defect and must reimburse the Company for any costs incurred in connection with the Defect, including the cost of the Company remedying the Defect if the Supplier does not do so within a reasonable period following receipt of notice of the Defect from the Company.

6.4 If the Company determines that a Defect cannot adequately be remedied, then the Company may, at its option, elect either to accept the non-conforming Goods with an adjustment in the purchase price or to direct that the Goods be removed and re-supplied at the Supplier's expense or that the Supplier reimburse or credit the Company for any amount paid on account of the price of the Goods the subject of a Defect.

6.5 All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of 12 months commencing from completion of such remedial work.

PART B

7. Performance of Services

7.1 To the extent that the Contract is for the supply of Services, whether in conjunction with the supply of Goods or otherwise, clauses 7 to 9 and 12 shall apply in addition to any other terms and conditions of the Contract.

7.2 The Supplier shall perform the Services, and the Company shall pay the Supplier for the Services performed, in accordance with and to the standard required by the Contract.

7.3 The Supplier is responsible for the provision and maintenance of all materials and resources and the supply of all tools and equipment necessary to perform the Services. The Supplier will ensure that all of the Supplier's equipment is in good working order and suitable for use in connection with the Services.

7.4 The Services must be of first class quality and the Supplier must perform the Services: (a) with due care and skill and in a professional, competent and diligent manner that would be expected of a professional person or the Company providing services of the kind described in the Contract; (b) in accordance with good safety practices and any applicable standards and, if applicable, good industry practices; and (c) in accordance with any reasonable direction of the Company.

7.5 The Supplier will engage and provide the services of all personnel required to perform the Services. The Supplier will ensure that all of the Supplier's personnel hold all current licenses, permits, endorsements and other certificates required by law or otherwise necessary to carry out the Services and are competent in every way to perform the Services. The Supplier is responsible for its employees and industrial relations with its employees and any sub Suppliers' employees and, insofar as they relate to the provision of the Services, must conduct its employee and industrial relations using the highest standard of skill, care and diligence. The Supplier must not hinder or adversely affect the employee and industrial relations of the Company or any other employer on the Company's premises.

7.6 If, during the Contract or during the Defect Liability Period, the Company is of the view that the Services do not comply with the requirements of the Contract then the Company may require the Supplier to perform the Services again at the Supplier's cost within such time as the Company may reasonably request.

7.7 The Company and its agents have the right to carry out reasonable inspection and testing to ensure that the Services are in compliance with the Contract. The Supplier will render such reasonable assistance (including access to the Supplier's premises) as may be required to facilitate such inspections and testing.

8. Warranties and Defect Liability Period – Services

8.1 The Supplier warrants that the Services will be (a) fit for their intended purpose; (b) carried out in accordance with good industry practices and the requirements of this Contract; and (c) free of Defects.

8.2 The delivery of a warranty from any sub Supplier or third party shall be in addition to the warranties given by the Supplier under this Contract and shall not relieve the Supplier from responsibility for its warranties under this Contract.

8.3 For the period of 12 months following the supply of the Goods or completion of the Services (whichever is the later), the Supplier shall remedy Defects within 14 days of receiving notice of each Defect from the Company or such other period as the Company may require, having regard to the nature and effect of the Defect.

8.4 The Supplier will be responsible for all costs of and associated with remedying Defects including the cost of the Company remedying the Defect if the Supplier does not do so within a reasonable period following receipt of notice of the Defect from the Company.

8.5 All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of 12 months commencing from completion of such remedial work.

9. Records and Information

9.1 The Supplier will provide progress reports on the performance and progress of the Services under the Contract and matters arising in the course of such Services. The reports will be prepared and given with such frequency and in such format as the Company may reasonably require from time to time.

9.2 The Supplier will keep full and accurate records relating to the performance and progress of the Services under the Contract and matters arising in the course of such Services. The Company will be entitled to inspect and copy such records.

PART C – RENTAL

10. Rental

10.1 To the extent that the Contract is for the supply of Rental Items, whether in conjunction with the supply of Goods or Services or otherwise, clauses 10 to 12 apply in addition to any other terms and conditions of the Contract.

10.2 The Supplier shall lease the Rental Items to the Company, and the Company shall pay rent to the Supplier for the Rental Items, in accordance with the terms of the Contract.

10.3 The Supplier is responsible for the delivery of, and all costs associated with the delivery of, Rental Items to the address nominated by the Company.

10.4 Unless otherwise agreed by the Parties, the Supplier is responsible for the installation of the Rental Items, if required.

10.5 The Rental Items must be of the best quality and workmanship, free from faulty design and defects, suitable for the purpose intended and conform to the Contract requirements and any applicable international or Australian standards.

10.6 The Supplier must furnish all operating manuals and instructions for the Rental Items in accordance with and within the time stated in the Contract.

10.7 The rental will continue for the period specified in the Contract. If the Company retains possession of the Rental Items beyond the period specified in the Contract, the Company shall be deemed to lease the Rental Items on a week to week basis on the same terms as set out in the Contract, including any changes necessary to make the terms appropriate for a weekly rental.

10.8 The Supplier retains full title to the Rental Items, notwithstanding that the Rental Items may be (a) leased to and in the possession of the Company; or (b) attached to any land or buildings.

10.9 The Company must procure that (a) no Rental Items are sold or otherwise disposed of; (b) possession of any Rental Items is not shared with or provided to, and no sub-rental, licence or sub-licence affecting any Rental Items is granted to, any person other than an Affiliate of the Company; and (c) no encumbrance is created over any Rental Items; without the consent of the Supplier.

10.10 Subject to compliance with the terms of this Contract, the Company may peaceably possess and enjoy the Rental Items during the term of the rental without any interruption or disturbance from the Supplier or any person lawfully claiming through the Supplier.

10.11 Unless otherwise specified in the Contract: (a) the Supplier will be responsible for carrying out all routine and non-routine maintenance of the Rental Items that may be required during the term of the rental and (b) the Supplier will maintain the Rental Items in good and operable condition.

10.12 The Company will use all reasonable endeavours to protect the Rental Items against loss or damage at all times. However, the Company will not be responsible for accidental loss or damage to the Rental Items, and the Supplier will indemnify the Company against any Claims for such loss or damage.

10.13 At the end of the term of the rental or upon termination of the Contract for any reason: (a) the Rental Items will be returned to the Supplier subject to fair wear and tear given the conditions under which the Rental Items were employed; and (b) all costs associated with the return and delivery of the Rental Items from the Company to the Supplier will be borne by the Supplier.

11. Warranties and Defects – Rental Items

11.1 The Supplier warrants that the Rental Items will be (a) fit for their intended purpose; (b) manufactured and supplied in accordance with good industry practices and the requirements of this Contract; and (c) free of Defects.

11.2 During the term of the rental, the Company will notify the Supplier of any Defect in the Rental Items as soon as practicable after becoming aware of such Defect. The Supplier will be responsible for all costs of and associated with remedying Defects including the cost of the Company remedying the Defect if the Supplier does not do so within a reasonable period following receipt of notice of the Defect from the Company.

11.3 If a Defect cannot be remedied, the Supplier must make replacement Rental Items available for hire or lease by the Company in accordance with the terms of the Contract.

12. Access

12.1 The Company grants the Supplier access to the Company's premises for the purposes of performing its obligations under the Contract, subject to compliance by the Supplier, its sub Suppliers and their respective personnel with Legal Requirements and the Company's policies,

procedures and directions governing security, safety and the environment. The Supplier must remove any of its personnel from the Company's premises immediately upon request by the Company.

12.2 The Supplier does not have exclusive possession of all or any part of the Company's premises but only such use and control as the Company considers is necessary to enable the Supplier to perform the Services.

13. Insurance

13.1 The Supplier will take out and maintain the following insurances: (a) insurance of Goods or Rental Items in transit, for the full insurable value of the Goods or Rental Items; (b) public liability insurance against third party liabilities arising from the performance of the Services, with an indemnity of not less than \$20,000,000 per claim; (c) if the Contract is for the supply of Rental Items, insurance for accidental loss or damage for the full insurable value of the Rental Items; (d) motor vehicle third party liability insurance as required by law, and motor vehicle third party property damage with an indemnity of not less than \$5,000,000 for any one occurrence (e) insurance covering the Supplier's own property, equipment and materials owned, hired, leased or used by the Supplier for the purpose of this Contract and (f) all insurances required by the Legal Requirements.

13.2 The Supplier will, at the request of the Company, provide for inspection copies of all insurance policies and certificates of currency in respect of the insurances required to be taken out by the Supplier.

13.3 The Supplier will procure that any sub Supplier authorised to supply the Goods, Services or Rental Items under this Contract complies with this clause 13.

14. Limitation of Liability

Except as otherwise provided under this Contract, a party will not be liable to another party for any loss of profits, loss of revenue, loss of reputation, loss of business opportunity, business interruption, demurrage or train loading costs, or any other consequential, punitive, indirect or special damages in connection with any breach of the Contract or the provision of the Goods, Services and/or Rental Items.

15. Indemnity

15.1 The Supplier agrees to defend, hold harmless and keep indemnified the Indemnified Parties against all and any (a) loss, costs and expenses relating to damage to, or loss of equipment, plant and property, personal injury or death; (b) financial loss; (c) claims, demands, actions, proceedings or liabilities and related costs and expenses made by third parties against, or incurred by, the Indemnified Parties in relation to damage to, or loss of property, personal injury or death or the infringement of a third party's intellectual property rights; and (d) any other loss or liability of any nature whatsoever; caused by or arising out of or in any way connected with the supply of the Goods, Rental Items and/or Services to the extent caused or contributed to by the negligent or wilful act or omission of the Supplier, the Supplier's personnel or agents.

15.2 In the event that any motor vehicle of or provided by the Company is damaged whilst in the possession, custody or control of the Supplier's personnel or agents or any agent of the Supplier's sub Suppliers the Supplier will be responsible for the cost and expense of repairing or replacing such motor vehicle.

15.3 In the event that any of the Indemnified Parties suffers or incurs any loss, costs or expenses which the Supplier has indemnified the Indemnified Parties against pursuant to clause 15.1, the Supplier must diligently and in good faith take all action to make and pursue a claim for indemnity under the insurances that the Supplier is required to obtain and maintain pursuant to clause 13.

16. GST

16.1 This clause applies if a party makes a taxable supply (within the meaning of any law imposing GST) in connection with this Contract for consideration.

16.2 Subject to this clause, the consideration payable by a party represents the value of the taxable supply.

16.3 The party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, a further amount calculated by multiplying the amount otherwise payable by the GST rate for the time being.

16.4 If this Contract requires a party to pay, reimburse or contribute to an amount paid or payable by the other party in respect of an acquisition from a third party for which the other party is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the paying party will be the value of the acquisition by the other party plus, if the other party's recovery from the paying party is a taxable supply, any GST payable under the previous subclause.

17. Miscellaneous

17.1 The Supplier is an independent Supplier and must exercise independent control, management and supervision in the performance of the Contract. The Supplier is not the Company's agent in any way. The Supplier's personnel will not under any circumstances be considered employees of the Company for any purpose.

17.2 The Company and the Supplier will each appoint a representative for the purpose of liaising with the other party and will notify the other party of its appointed representative.

17.3 The Supplier may not assign the Contract or any part of it without the Company's prior written consent. The Company may assign the Contract or any part of it and must, within a reasonable time thereafter, give notice of such assignment to the Supplier.

17.4 The Supplier must not, without the Company's prior approval, subcontract any part of the Contract. The Company's approval will not be unreasonably withheld.

17.5 The Contract and all questions arising in relation to it shall be governed by and construed in accordance with the laws of South Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia and the South Australian division of the Federal Court of Australia, and the Courts of Appeal there from.

17.6 The Contract constitutes the entire agreement between the parties and supersedes all previous negotiations and communications. The Contract may only be varied by written agreement between the Company and the Supplier.



**Acceptance to Sturdie Trade Services
Purchase Order General Terms & Conditions**
(Please complete, sign below and return)

I/We the undersigned accept Sturdie Trade Services
Purchase Order General Terms & Conditions

Date:

Name of Supplier:

Print Name of Authorised Officer :

Signature of Authorised Officer: