

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. "Purchaser" means Alltype Engineering Pty Ltd, 52 Hope Valley Road, Naval Base WA 6165, ABN 81 074 494 652.
- 1.2. "Supplier" means the person to whom the purchase order has been issued, who is supplying the goods and services to Alltype Engineering.
- 1.3. "Purchase Order" means the Purchase Order form accompanying these conditions.
- 1.4. "Goods" means the goods and services to be supplied in relation to the Purchase Order.
- 1.5. "Special Conditions" means any special conditions agreed to in writing by the purchaser and supplier, expressly forming part of this Purchase Order.
- 1.6. "Person" includes corporations and other entities recognised by law; if the context permits a reference to a person includes the employees, agents, legal personal representatives, successors in title or assigns of a person as the circumstances may require.
- 1.7. "GST" means any tax impost or duty on goods or services imposed by the Commonwealth of Australia, its State or Territories or any similar or like tax and whether imposed before or after the date of this Purchase Order;
- 1.8. "Supply" means the supply of any goods, services, other rights, benefits or other things pursuant to this Purchase Order and includes the definition of supply in any legislation or regulation which enforces implements or varies GST.
- 1.9. "Head Contract" means the contract that exists between the Purchaser and their customer.

2. DELIVERY AND ACCEPTANCE

- 2.1. The Supplier shall supply and deliver to the Purchaser the goods for the price stated and within the time stipulated in this Purchase Order unless such goods, price or time shall have been varied with the written consent of the Purchaser. The Purchaser may change, alter or amend the sequence in which the goods are to be delivered and the times at which delivery shall be accepted. Any variation in time for the supply of goods requested by the Purchaser shall not entitle the Supplier to claim extra costs and shall not vitiate this Purchase Order.
- 2.2. Unless this Purchase Order expressly states the contrary, where any price is to be calculated at a rate, that rate shall be on a fixed price basis and shall not be varied due to any rise or fall in the cost of labour and or materials or any other costs or expenses incurred by the Supplier. Prices in this Purchase Order do not apply in any other Purchase Order unless agreed otherwise in writing.
- 2.3. All goods must be accompanied by a delivery docket identifying the goods in sufficient detail to enable verification at the time of delivery. The Purchaser shall be under no obligation to make any payment unless the Purchaser has signed the delivery dockets. The signing of any delivery docket by or on behalf of the Purchaser shall be without prejudice to the Purchaser's rights and shall not be evidence that the Purchaser has accepted the goods as regards their quality or quantity.
- 2.4. In addition to any inspection that may be carried out before the goods are delivered, the Purchaser shall inspect the goods when they are delivered. If the goods or any part of them do not conform with the provisions of this Purchase Order or if any condition or warranty (express or implied) is breached by the Supplier, without prejudice to its rights the Purchaser may reject the goods or part of them and, if so, the Supplier shall be liable for any loss or damage suffered or incurred by the Purchaser as a consequence of such rejection. The Purchaser shall notify the Supplier of any such rejection, and the rejected goods shall be collected by the Supplier at his own cost and until collection shall remain at the Supplier's risk. The provisions of this Clause shall apply equally to goods found to be defective at a time subsequent to the time of inspection if the defect is of a nature that was not apparent upon examination after delivery.
- 2.5. All goods shall be delivered cartage paid to the address stipulated on this Purchase Order and, until the Purchaser acknowledges delivery, all goods shall be at the sole and absolute risk of the Supplier.
- 2.6. Except insofar as this Purchase Order may expressly state to the contrary the Supplier shall provide at his own expense all labour, materials, tools, implements, plant and all other things necessary for the complete and proper performance of this Purchase Order.

2.7. The Supplier expressly warrants that the goods comply strictly with all the terms, specification, requirements, conditions and documents stated in or attached to and forming part of this Purchase Order and conform with the requirements from time to time applicable of all authorities and standards governing the manufacture and sale of the goods. The goods must be of good and merchantable quality, unencumbered, without defect and not infringe any patent, trademark or copyright.

2.8. The Supplier must procure and carry the insurance of employees on any work associated with this Purchase Order that may be required by any Workmen's Compensation Act or any other legislation. The Supplier shall procure and maintain such other insurance as the Purchaser shall reasonably specify from time to time.

2.9. By acceptance of this Purchase Order (whether orally, in writing or otherwise) the Supplier shall be bound by these terms and conditions and any additional or other terms or conditions contained in his acceptance or confirmation of this Purchase Order or in his delivery docket or as otherwise shall be null void and of no effect as regards this Purchase Order.

2.10. The terms and conditions of this Purchase Order may only be rescinded or altered by the Purchaser in writing. This Purchase Order constitutes the entire Agreement between the parties and supersedes all previous communications (oral or written) between the parties in relation to or arising from the subject matter of this Purchase Order. In the event of any conflict between the Special Conditions and this Purchase Order the Special Conditions shall prevail.

2.11. Payment shall be upon the terms specified in this Purchase Order.

2.12. Time is of the essence in respect of deliveries to be made and the Purchaser may (in addition and without prejudice to all other rights) cancel all or any part of this Purchase Order if deliveries are not made within times specified and without being liable to the Supplier.

2.13. The Purchaser may cancel this Purchase Order at any time:

(a) Before production of the goods has commenced. In the event of such cancellation the Purchaser's liability shall be limited to actual expenditures incurred by the Supplier on this Purchase Order until this Purchase Order is cancelled;

(b) If the Supplier's rights are assigned for the benefit of creditors, or being a company, the Supplier is wound up, has a liquidator or provisional liquidator appointed, makes any arrangement or compromise with its creditors generally, is placed under official management, or has a receiver appointed to the whole or any part of its assets or property.

3. CHANGES

3.1. Alltype Engineering, may at any time, require the supplier to vary or change the specifications of the purchase order provided that the variation is in writing and in relation to the initial purchase order. The cost of any change will be added or subtracted from the original purchase order.

4. INVOICES AND TERMS OF PAYMENT

4.1. On or after delivery of the Goods, the supplier must send an invoice to Alltype Engineering for the goods supplied at the purchase price order price

4.2. The invoice must quote:

(a) Alltype Engineering purchase order number; and

(b) In the case of goods, the product description and identification code numbers (if any) against each component quoted in the same sequence as shown on the purchase order.

4.3. Following acceptance of the goods, Alltype Engineering will pay the supplier 30 days after the last day of the month in which the invoice was received.

4.4. All supplier invoices must be submitted to Alltype Engineering for processing no more than three working days following the previous month's end.