

**PURCHASE ORDER**

**CONDITIONS  
TO WHICH THE SUPPLIER (“SELLER”) UNCONDITIONALLY AGREES**

The Buyer (to whom this order is billed) shall purchase and the Seller shall sell and supply the goods (“Goods”) and/or services (“Services”) as described in this Purchase Order (“P.O.”) subject exclusively to the following conditions:

**1. PRICE**

- (a) The price of the Goods and/or Service as stated in this P.O. is exclusive of the goods and services tax (“GST”). Unless otherwise so stated herein, the said price shall be inclusive of all other taxes (except GST), levies, duties which may be imposed by law or any of its regulations made thereunder, port dues (but not by way of limitation) wharf dues, pilotage fees, anchorage, berth and mooring fees, overtime, applying for and obtaining all necessary approvals, clearance, permits, approvals, charges for loading, unloading, boxing, packaging, packing, crating or cartage, shipping, carriage and delivery of Goods and shall be deemed to have been included in the said price. No increase or alteration in the price may be made without the prior written consent of the Buyer.
- (b) If any amount payable is determined to be subject to tax in accordance with the prevailing GST legislation in force or any of its regulations made thereunder, in addition to such amount stated or computed in this P.O., the Seller shall be entitled to charge the Buyer such tax and recover an amount equal to the tax properly chargeable in accordance with the prevailing GST legislation in force or any of its regulations made thereunder.

**2. QUANTITY, QUALITY, DESCRIPTION**

- (a) The quantity, quality and description of the Goods and/or Services shall be as specified in this P.O. and in any specifications, drawings, samples, plans, data or other information as supplied by the Buyer to the Seller.
- (b) The Buyer shall not be liable to pay for and reserves the right to reject any Goods and/or Services delivered which are not in conformity with the specified quantity, quality, description, or terms of this P.O.; and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them after delivery. The Buyer shall not be responsible for any loss or other consequences resulting from storage of the rejected Goods at the delivered location.

### **3. DELIVERY**

The Goods shall be delivered to the location specified in this P.O. and on the date and within the time stated in this P.O. The time of delivery of the Goods and of performance of the Services is of the essence of the contract. If the Goods and/or Services to be performed are to be delivered by instalments, the contract will be treated as a single contract and not severable.

### **4. WARRANTED AND LIABILITIES**

The Seller warrants to the Buyer:-

- (a) that the Goods shall be of merchantability quality and fit for any purpose made known to the Seller, and shall correspond in all respects with the relevant specification or sample and shall be free from defects in design, material and workmanship;
- (b) all legal requirements and regulations have been complied with; and
- (c) that the use and sale of the goods by the Buyer shall not in any way infringe any patent, trade mark and any other rights of any third party.

The Seller shall indemnify the Buyer in full against all liabilities, loss, damages, costs and expenses incurred by the Buyer as a result of or in connection with breach of any warranty given by the Seller to the Buyer and/or any claim by any person of third party for any damage or loss arising from the use and/or sale of the Goods.

### **5. PAYMENT**

Payment shall be made within such period as may be agreed upon by the parties against the delivery of the Buyer of the following documents:

- (a) Tax Invoice (in duplicate); and
- (b) Delivery Order (in duplicate) duly signed by the authorised representative of the Buyer and affixed with the Buyer's legitimate company stamp.

The Tax Invoice and Delivery Order shall quote the P.O. number and shall correspond with the terms of this P.O.

### **6. GENERAL**

- (a) Notwithstanding anything herein, no variation or alteration to the P.O. or these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- (b) Risk of damage to or loss of the Goods and the property in the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the conditions above.
- (c) Without prejudice any other remedy, the Buyer shall by written notice be entitled to terminated this P.O. without liability at any time if the Seller fails to perform his obligations or any part thereof under this contract.