



Terms and Conditions of Purchase

1 Definitions

- 1.1 The following definitions shall be used for the purpose of interpreting the Purchase Order and these terms and conditions:

Goods and/or Services means the Goods and/or Services that the Purchaser may request of the Supplier pursuant to a Purchase Order from time to time.

Purchase Order means any order placed by the Purchaser with the Supplier in accordance with clause 2 hereof, and is for the purchase of Goods and/or Services which Goods and/or Services are then to be supplied to the Purchaser by the Supplier in accordance with these terms and conditions.

Purchaser means W.D.T. (Engineers) Pty Ltd. ACN 009 804 675

Supplier means the person or entity named in the Purchase Order who is to supply the Goods and/or Services.

2 Purchase Order

- 2.1 A Purchase Order is issued by the Purchaser to the Supplier for the supply of Goods and/or Services.
- 2.2 A Purchase Order shall:
- be recorded on a document generated by the Purchaser;
 - carry the title 'Purchase Order';
 - bear an identifying number unique to each Purchase Order;
 - refer to these terms and conditions;
 - carry a description of the Goods and/or Services;
 - contain a price for the supply of the Goods and/or Services;
 - contain delivery details with respect to delivery of the Goods and/or Services;
 - be dated the date that it is generated by the Purchaser; and
 - identify the Purchaser and the Supplier, including each parties' names, address and contact information.
- 2.3 The Purchase Order may also contain:
- special conditions which apply to the Purchase Order; and/or
 - relevant attachments.
- 2.4 In the case of any conflict or ambiguity:
- the Purchase Order shall take precedence over these terms and conditions;
 - any special conditions contained within the Purchase Order shall take precedence over these terms and conditions.
- 2.5 Unless otherwise modified in accordance with clauses 2.4 or 4 hereof, the Purchase Order and these terms and conditions shall constitute the entire agreement between the Purchaser and Supplier. No representations or statements made by the Purchaser and/or the Supplier or their employees or agents shall be binding upon either party.

3 Acceptance

- 3.1 Upon receiving a Purchase Order, the Supplier will acknowledge the Purchase Order by signing it and returning it to the Purchaser within five (5) business days of receipt.
- 3.2 In the absence of any acknowledgement by the Supplier in accordance with clause 3.1 hereof, performance by way of delivery of the Goods and/or Services referred to in the Purchase Order shall constitute acceptance of the Purchase Order by the Supplier.

4 Revision

- 4.1 The Purchaser has the right at any time prior to final delivery of the Goods and/or Services to revise the Purchase Order to correct any errors or omission contained within the Purchase Order or to make any changes with respect to matters such as quantity or delivery.
- 4.2 For a revision to a Purchase Order to be effective, it must:
- be made by the Purchaser by issuing a request to the Supplier titled "PO Amendment";
 - bear an appropriate identifying number; and

- be accepted by the Supplier, on the same terms and conditions as if it were a Purchase Order in accordance with clause 3 hereof.

- 4.3 If properly revised in accordance with this clause 4, the revision shall be effective and binding upon the parties.

5 Delivery

- 5.1 The Supplier must deliver the Goods and/or Services in accordance with the delivery instructions contained within the Purchase Order.
- 5.2 The Supplier must promptly inform the Purchaser if it is unable to effect delivery of the Goods and/or Services in accordance with the delivery instructions contained within the Purchase Order.
- 5.3 In the event that the Supplier is unable to effect delivery of the Goods and/or Services in accordance with the delivery instructions contained within the Purchase Order, then:
- The Purchaser may terminate the Purchase Order by notice in writing to the Supplier; or
 - revise the delivery instructions contained within the Purchase Order pursuant to clause 4 hereof.
- 5.4 Partial deliveries need to be agreed and approved by the Purchaser prior to the first delivery.

6 Title and Risk

- 6.1 Title to and property in the Goods and/or Services shall pass to the Purchaser upon delivery of the Goods and/or Services.
- 6.2 Any loss or damage caused or occasioned to the Goods and/or Services at the Supplier's risk shall at its own cost be rectified or replaced by the Supplier and thereafter when the risk in the Goods and/or Services has been transferred to the Purchaser, the Supplier shall be liable for any loss or damage to the Goods and/or Services to the extent caused by the Supplier's negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order.

7 Price

- 7.1 The price contained within the Purchase Order is:
- referable to Australian currency;
 - inclusive of all taxes;
 - not subject to escalation;
 - includes all packaging, testing, delivery, and documentation costs with respect to the Goods and/or Services.

8 Payment

- 8.1 Payment of the Purchase Order shall be made within thirty (30) days end of month from receipt of a correct and proper invoice of the following occurring:
- The Purchaser accepting delivery of the Goods and/or Services;
 - following delivery, the Purchaser being satisfied that the Goods and/or Services are free from defects and that the Supplier has complied with its obligations under the Purchase Order and these terms and conditions;
 - the Supplier issuing to the Purchaser a Tax Invoice for payment of the Purchase Order by the Purchaser. The Tax Invoice must display the Purchaser's Purchase Order number specific to the Goods and/or Services to be processed.
- 8.2 All Tax Invoices issued by the Supplier with respect to any Purchase Order in accordance with clause 8.1 hereof shall be sent to the email address 'accounts@wdtengineers.com.au'.

9 Insurance

- 9.1 The Supplier must have all necessary insurances for the provision of the Goods and/or Services including adequate transit insurance unloading if the Supplier is required to unload the Goods.

10 Warranty and Indemnity

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- 10.1 The Supplier warrants that the Goods and/or Services shall be of merchantable quality, fit for purpose free from defects, and comply with all applicable laws and regulations.
- 10.2 If the Purchaser supplies drawing/s or design/s to the Supplier with respect to the design of the Goods and/or Services, the Supplier warrants that the Goods and/or Services shall be supplied or performed in accordance with those drawing/s or design/s.
- 10.3 In the event that the Supplier breaches this clause 10:
- a) the Supplier shall be liable to replace, repair or rectify any Goods and/or Services supplied within twelve (12) months from the date of delivery of the subject Goods and/or Services;
 - b) the Supplier shall indemnify the Purchaser against all claims by any person or entity with respect to loss or damage, whether direct or indirect, caused by, or in any way connected, with the Goods and/or Services.
- 10.4 The Supplier shall be solely responsible for and shall indemnify the Purchaser against all claims, liens, demands, proceedings, judgments, fines, penalties, costs (including legal costs), losses, liabilities and other expenses whatsoever for any personal injury, including death and disease or loss or damage to any property arising directly or indirectly out of or as a consequence of the performance of the Purchase Order or by failure of the Supplier to perform any of its obligations under or to comply with requirements of the Purchase Order irrespective of sole or contributory negligence, misconduct, fault or breach of duty on the part of the Purchaser.

11 Intellectual Property

- 11.1 The Supplier warrants that Goods and/or Services supplied other than in accordance with technical plans or drawings provided to the Supplier by the Purchaser do not infringe any patent, copyright, design or trademark which any person or entity may have in the Goods and/or Services.
- 11.2 In the event that the Supplier breaches clause 11.1 hereof, the Supplier shall indemnify the Purchaser for any loss or damage caused to any person or entity, or proceedings commenced, as a consequence of that breach.

12 Inspection

- 12.1 The Purchaser may at any time during the course of manufacture or otherwise of the Goods and/or Services inspect the Goods and/or Services.
- 12.2 Inspection by the Purchaser in accordance with clause 12.1 hereof shall neither relieve the Supplier of its obligations under the Purchase Order or these terms and conditions nor be effective to waive the Purchaser's rights or remedies against the Supplier.

13 Test Certificates and material certificates

- 13.1 If test and material certificates or the like are required by the Purchase Order those must be forwarded to the Purchaser as soon as possible by the Supplier upon completion of testing.

14 Assignment & Supplier Arrangements

- 14.1 The Supplier shall not sub-contract or otherwise arrange for another person or entity to perform any part of the Purchase Order without the prior written consent of the Purchaser.
- 14.2 The Purchase Order and these terms and conditions shall be binding upon the parties' respective executors, administrators, personal representatives, successors, but shall not be assignable by the Supplier without the prior written consent of the Purchaser.

15 Termination

- 15.1 Notwithstanding any other clause of these terms and conditions or the Purchase Order, if the Supplier fails to comply with any of its obligations under the Purchase Order or these terms and conditions, then the Purchaser may terminate the Purchase Order or any part thereof, and the Supplier shall be liable to pay the

Purchaser all costs incurred by the Purchaser purchasing similar Goods and/or Services elsewhere.

16 Time of the Essence

- 16.1 Time is of the essence with respect to this Purchase Order and these terms and conditions.

17 Lawful Directions and Interference

- 17.1 The Supplier must, in the course of complying with the Purchase Order and these terms and conditions:
- a) not interfere with the Purchaser's activities or the activities of any other person associated with, contracted to, or working for the Purchaser;
 - b) be aware of and comply with:
 - I. all applicable laws;
 - II. all site procedures and standards; and
 - III. any lawful direction given by the Purchaser or its representatives, employees, or agents.

18 Most Favoured Customer

- 18.1 The Supplier represents and warrants to the Purchaser that these terms and conditions and any Purchase Order, including with respect to price, are as favourable to the Purchaser as those applicable to any other customer of the Supplier for Goods and/or Services of a like grade and quality.

19 Force Majeure

- 19.1 In the event that either party is incapable of performing its obligations to the other under these terms and conditions and/or Purchase Order due to a force majeure event (including without limitation acts of God) that party's obligations under these terms and conditions shall be suspended for the period of the event. Should the event subsist for greater than thirty (30) days, either party shall be entitled to terminate these terms and conditions and any Purchase Order immediately by Notice in writing to the other party.

20 Notices

- 20.1 All Notices sent pursuant to the Purchase Order and these terms and conditions shall be in writing and sent to the respective addresses of the parties stated within the Purchase Order.

21 Governing Law

- 21.1 The laws of the State in which the Goods and/or Services are delivered shall govern this Purchase Order and these terms and conditions, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

22 Additional Terms

To the extent the Supplier's terms and conditions are supplied with the Goods and Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of these Purchase Order terms and conditions unless expressly agreed in writing by the Purchaser.

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