

# PURCHASE ORDER

## TERMS AND CONDITIONS

### DEFINITIONS

The term 'purchaser' as used in these terms means Penrith City Council and the term 'seller' means the person or organisation shown in the 'Addressed to' section of our Purchase Order.

### TERMS AND CONDITIONS

1. A Penrith City Council purchase order or Field Purchase Authorisation properly signed bearing an order number is the only form which will be recognised by the Purchaser as authority for charging to its account.
2. The Purchase order is deemed accepted unless a written rejection is received within two (2) weeks of the date shown on the Purchase Order.
3. Terms of Payment- the Purchaser's terms of payment are 30 days from end of month in which the goods or services were supplied unless otherwise agreed in writing.
4. All goods to be delivered carriage paid to the nominated delivery location unless otherwise specified.
5. Goods and Services Tax (GST): Sellers invoice is to show tax as a separate line item, all prices stated on the order will be "inclusive" of GST.
6. Seller shall assume and pay for any loss or damage to goods from any cause whatsoever until delivered to the Purchaser as specified.
7. Goods which are not delivered on the required date will at our option be delivered by express courier, but entirely at the cost of the supplier.
8. The Purchaser reserves the right to cancel the entire order or part thereof if;
  - a) the goods or service to be provided is not completed by the date specified or,
  - b) the goods or service is not in compliance with the description, specifications and drawings provided.
9. If the merchandise covered by this order is standard stock merchandise the Purchaser at its option, may cancel at any time any undelivered portion of the order without further obligation except to make payment, subject to the applicable terms, for the merchandise shipped prior to such cancellation. If the order covers merchandise manufactured or fabricated to specifications of the Purchaser or special specifications prepared by the Seller for the Purchaser, then at any time prior to completion of the work to be performed, the Purchaser may, at its option, cancel the order upon written notification to the Seller. At the effective date of such cancellation, Seller will stop all work except as otherwise directed by the Purchaser. In taking this action the Purchaser shall pay to the seller actual out of pocket expenses and cost incurred up to the date of cancellation after substantiation by the seller of the

amounts incurred. In no event shall the total amount to be paid exceed the total purchase price specified in the Purchase Order. Upon such payment any materials or uncompleted portions of the work will become the property of the Purchaser.

10. Seller warrants that the merchandise supplied will correspond with the description as set out in the purchase order and will be of good merchantable quality and fit for the purpose for which it was sold. Seller also warrants that the merchandise will conform to any applicable insurance, Government Health & Safety regulations including those administered by OSHA & EPA. Goods and services supplied must be to the entire satisfaction and approval of the Purchaser or the Purchaser's authorised representative prior to or on arrival at the delivery point as specified in the order.

11. Seller guarantee's that the sale or use of the merchandise covered by the purchase order, does not infringe upon any Australian patent, trade mark or copyright. The Seller and its agents shall hold the Purchaser and its vendees harmless on account of any infringement of any letters patent, registered design, trade mark or copyright in Australia or elsewhere, and agrees to indemnify the Purchaser against all costs and damages incurred in any action arising from such infringement.

12. The Purchaser's Order and the subject matter shall be treated as confidential between yourselves and us. No information in relation to the transaction is to be disclosed by you or any of your subcontractor's or to any third party used by you or any subcontractor for advertisement, display or publication without prior consent in writing from the purchase order.

13. The Purchase Order document and the terms and conditions as detailed above will be the only terms of agreement recognised by the Purchaser.