

ASTC Purchase Order Terms and Conditions

1. SUPPLY OF GOODS (IF APPLICABLE)

- 1.1 If Goods are being supplied under this Purchase Order then the Supplier must:
- (a) ensure that the delivery notes clearly show the Council's purchase order number;
 - (b) supply unencumbered Goods in the quantity and of the quality set out in the Purchase Order;
 - (c) deliver the Goods to the delivery point on or before the delivery date;
 - (d) comply with the Council's reasonable directions and delivery instructions;
 - (e) provide material safety data sheets if dangerous goods or hazardous substances are being delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in the Purchase Order, install the Goods on or before the installation date.
- 1.2 If the Supplier cannot comply with any of its obligations under clause 1.1, the Supplier must notify the Council in writing immediately.
- 1.3 The Council may inspect the Goods to determine whether to accept the Goods.
- 1.4 Subject to clause 1.5, the Goods are deemed to be accepted unless the Council notifies the Supplier within 7 days that it:
- (a) does not accept the Goods; and
 - (b) the reason for not accepting the Goods.
- 1.5 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 1.6.
- 1.6 If a Good is defective then, within 10 Business Days of delivery Council may elect to require the Supplier to:
- (a) replace (or repair if agreed by the Council) the defective Good within 7 days (or such other time as is agreed); or
 - (b) refund the Price paid for the Good.
- 1.7 The Supplier bears the risk in the Goods until delivery.
- 1.8 Title in the Goods will pass to the Council upon the Council's acceptance of the Goods.

2. SUPPLY OF SERVICES (IF APPLICABLE)

- 2.1 If Services are being supplied under this Purchase Order then the Supplier must provide the Services in accordance with the Purchase Order.
- 2.2 If reports, data or other materials are to be delivered in the performance of the Services, the rights and title (including copyright) vests in the Council on their acceptance by the Council.
- 2.3 The Supplier may only subcontract the Services with the express written approval of the Council.
- 2.4 If in the Council's reasonable opinion the Supplier has failed to satisfactorily perform the Services the Council may elect to:
- (a) have the Supplier provide replacement Services within such reasonable time as the Council may determine; or
 - (b) terminate the Purchase Order under clause 7.

3. SUPPLIER'S WARRANTIES

- 3.1 If Goods are being supplied under this Purchase Order then the Supplier warrants that it has good and unencumbered title to the Goods and that the Goods:
- (a) conform to with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture, workmanship and installation;
 - (d) conform to any applicable Australian Standards or other standards nominated in the Purchase Order;
 - (e) are of merchantable quality;
 - (f) are installed correctly (if the Supplier is responsible for installation);
 - (g) are fit for their intended purpose; and
 - (h) are manufactured and supplied without infringing any person's intellectual property rights.
- 3.2 The Supplier must ensure that the Council receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 3.3 If Services are being supplied pursuant to this Purchase Order then the Supplier warrants that the Services will:

- (a) comply with the description of the Services in the Purchase Order;
- (b) be provided with due care and skill;
- (c) be provided in a timely and efficient manner;
- (d) be provided in accordance with the best practices current in the Supplier's industry;
- (e) be supplied without infringing any person's intellectual property rights;
- (f) be performed by the Supplier and/or the Supplier's Personnel; and
- (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

4. PRICE AND PAYMENT

- 4.1 The Price stated on the Purchase Order:
- (a) is firm and includes containers, packaging and all costs and charges to the point of delivery unless otherwise stated; and
 - (b) is inclusive of GST.
- 4.2 The Council is not obliged to pay for the goods and/ or services unless the Supplier has provided a Tax Invoice in respect of that payment.
- 4.3 Unless otherwise specified in the Purchase Order, payment by Council will be within 20 Business Days of receipt of a Tax Invoice.
- 4.4 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Purchase Order.

5. LIABILITY LIMIT

- 5.1 The Supplier's liability to the Council under the Purchase Order is limited to an amount equal to the value of the goods and/or services purchased under this Purchase Order.

6. CONFIDENTIAL INFORMATION

- 6.1 The Supplier must keep the Council's information confidential and only use or disclose the confidential information to the extent necessary for the purpose of this Purchase Order.
- 6.2 This clause survives termination of the Purchase Order.

7. TERMINATION

- 7.1 The Council may terminate this Purchase Order immediately upon giving notice in writing to the Supplier if:
- (a) the Supplier is in breach of this Purchase Order and has not rectified such breach within 14 days of the Council giving notice in writing to the Supplier requiring the rectification of such breach; or
 - (b) the Supplier suffers or, in the reasonable opinion of the Council, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 7.2 The Supplier may terminate this Purchase Order immediately upon giving written notice to the Council if the Council is in breach of this Purchase Order and has not rectified such breach within 14 days of the Supplier giving written notice to the Council requiring the rectification of such breach.
- 7.3 Any termination of this Purchase Order by either Party does not affect any accrued right of either Party.

8. GENERAL

- 8.1 This Purchase Order is governed by the laws in the Northern Territory and the courts of the Northern Territory have exclusive jurisdiction in connection with this Purchase Order.
- 8.2 Subject to clause 8.3 these Terms and Conditions constitutes the entire agreement in respect of the matters dealt with in this Purchase Order and supersedes all prior agreements, understanding and negotiations.
- 8.3 If this Purchase Order is issued under a formal contract (eg Works Contract), then the terms of that contract take priority over these terms and conditions.

9. ACTING ETHICALLY

The Supplier acknowledges that in providing the Goods and/or Services to the Council it is a public body for the purposes of the *Independent Commissioner Against Corruption Act 2017* (ICAC Act). The Supplier must comply with any reasonable request and otherwise cooperate with the Council in relation to any action taken by the Council required or authorised by the ICAC Act.

10. SPECIAL CONDITIONS

Any special conditions that are attached to this Purchase Order form part of this Purchase Order.