

Document & Revision Number	Issue Date	Approved by
T055 Purchase Order – Standard Terms and Conditions JTV4	27 Feb 2024	k.mccarthy@jettransit.com.au

# STANDARD TERMS AND CONDITIONS OF PURCHASE

## 1) Supply Of Goods (If Applicable)

- a) If Goods are being supplied under this Purchase Order, then the Supplier must:
  - i) Ensure that the delivery notes clearly show the Purchaser's purchase order number, line number and part number.
  - ii) Supply unencumbered Goods in the quantity set out in the Purchase Order.
  - iii) Supply Goods that achieve the quality standards nominated either on the Purchase Order or on supporting pre-agreed other correspondence.
  - iv) Deliver the Goods to the delivery point and be on or before the delivery date as nominated on the Purchase Order.
  - v) Comply with the Purchaser's reasonable directions and delivery instructions.
  - vi) Provide test evidence or first article inspection for the Goods if required; and
  - vii) Provide conformance certificates and inspection and test reports if requested.
- b) If the Supplier cannot comply with any of its obligations under clause a), the Supplier must notify the Purchaser in writing immediately.
- c) The Purchaser may inspect the Goods to determine whether to accept the Goods.
- d) Subject to clause e), the Goods are deemed to be accepted 30 days after delivery unless the Purchaser notifies the Supplier within 7 days after performing a goods inspection that it:
  - i) Does not accept the Goods; and
  - ii) The reason for not accepting the Goods.
- e) If a Good is defective then, from delivery up until the end of the Warranty Period at the Purchaser's election:
  - i) The Supplier must replace (or repair if agreed by the Purchaser) the defective Good within 7 days (or such other time as is agreed); or
  - ii) The Supplier must refund the Price paid for the Good; or
  - iii) The Supplier must provide a credit note for the defective goods and re-invoice for re-supplied once replacement conforming goods are delivered.
- f) Supplier shall be responsible for the freight of defective goods to and from the delivery point nominated in 1.1 (d)
- g) The Supplier bears the risk in the Goods until delivery. Where the supplier is responsible under agreed Incoterms for freight to the Purchaser's delivery address, then the Supplier shall have sufficient marine & transit insurance to cover journey.
- h) Title in the Goods will pass to the Purchaser upon the Purchaser's acceptance of the Goods.
- i) The Warranty Period shall be the earlier of 24 months from Purchaser's Inspection or 12 months from entry into service.

## 2) Supply Of Services (If Applicable)

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- a) If Services are being supplied under this Purchase Order, then the Supplier must provide the Services in accordance with the Purchase Order.
- b) 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 Purchaser on their acceptance by the Purchaser.
- c) The Supplier may not subcontract any part of its obligations without the consent of the Purchaser, the Supplier may only subcontract the Services with the express written approval of the Purchaser.
- d) If in the Purchaser's reasonable opinion, the Supplier has failed to satisfactorily perform the Services the Purchaser may elect to:
  - i) Have the Supplier provide replacement Services within such reasonable time as the Purchaser may determine; or
  - ii) Request the Supplier to refund the Price paid for the Services.
  - iii) Terminate the Purchase Order under clause 7.

## 3) Supplier's Warranties

- a) 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:
  - i) Conform to with any description applied and any sample provided by the Supplier.
  - ii) Are new (unless otherwise specified).
  - iii) Are free from defects in materials, manufacture, workmanship and installation.
  - iv) Conform to any applicable Australian Standards or other standards nominated in the Purchase Order.
  - v) Are of merchantable quality.
  - vi) Are fit for their intended purpose; and
  - vii) Are manufactured and supplied without infringing any person's intellectual property rights.
- b) The Supplier must ensure that the Purchaser receives the full benefit of any manufacturer's warranties in respect of the goods.
- c) If Services are being supplied pursuant to this Purchase Order, then the Supplier warrants that the Services will:
  - i) Comply with the description of the Services in the Purchase Order.
  - ii) Be provided with due care and skill.
  - iii) Be provided in a timely and efficient manner.
  - iv) Be provided in accordance with the best practices current in the Supplier's industry.
  - v) Be supplied without infringing any person's intellectual property rights.
  - vi) Be performed by the Supplier and/or the Supplier's Personnel; and
  - vii) Be supplied in the most cost-effective manner consistent with the required level of quality and performance.
- d) The Supplier warrants that their company and supply chain companies adhere to the requirements of The Purchasers documented Supplier Code of Conduct and for any modern slavery requirements.

## 4) Price And Payment

- a) The invoice must clearly show the Purchaser's purchase order number Line number and part number.
- b) The Price and Currency stated on the Purchase Order:
  - i) Is firm and includes containers, packaging and all costs and charges to the point of delivery unless otherwise stated; and
  - ii) Is inclusive of Australian GST. Unless otherwise stated as example for overseas purchases which may be GST free.

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- iii) The Price is based on the freight Incoterms nominated on the Purchase Order. The supplier shall bear all costs normally associated to the supplier for the stated Incoterms or as otherwise stated on the Purchase Order.
- c) The Purchaser is not obliged to pay for the goods and/or services unless the Supplier has received Purchaser's approval and provided a Tax Invoice in respect of that payment.
- d) If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Purchase Order.
- e) The payment shall be due 30 days from the date of Delivery unless otherwise stated on the Purchase Order.

## 5) Liability Limit

- a) The Supplier's liability to the Purchaser under the Purchase Order is limited to an amount equal to the value of the goods and/or services purchased under this Purchase Order.
- b) Liquidated Damages for late delivery of Goods or Services, may apply at a rate nominated on the Purchase Order.
- c) For any potential Forced Majeure event the Supplier must notify the Purchaser within 3 days and take all reasonable mitigating actions at their own cost to prevent any effect on the Goods, Services and delivery of such on time. The Purchaser may consider a variation to the Purchase Order, if satisfied that the Suppliers mitigation was sufficient and complete.

## 6) Confidential Information

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

## 7) Termination

- a) The Purchaser may terminate this Purchase Order immediately upon giving notice in writing to the Supplier if:
  - i) The Supplier fails to supply the Goods within 7 days of the agreed delivery date.
  - ii) The Supplier fails to supply the Services to the expected standard and within the expected time frames.
  - iii) The Supplier is in breach of this Purchase Order and has not rectified such breach within 7 days of the Purchaser giving notice in writing to the Supplier requiring the rectification of such breach.
  - iv) The Supplier suffers or, in the reasonable opinion of the Purchaser, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- b) Any termination of this Purchase Order by the Purchaser does not affect any accrued right of either Party.

## 8) General

- a) If this Purchase Order is issued under a formal contract (e.g. Standing offer) then the terms of that contract take priority over these terms and conditions.
- b) Any Terms and Conditions specifically stated on the Purchase Order document will take precedence over any conflict with these Standard Terms and Conditions.
- c) All disputes arising from the execution of or in connection with this Purchase Order shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation, the case shall then be submitted for Arbitration in Sydney Australia under New South Wales Laws. The arbitration fee shall be borne by the losing party.