

Savcor Finn Pty Ltd - Terms and Conditions of Supply

1. General

1.1 These conditions apply to the order for Goods or Services placed by Savcor Finn with the Supplier as specified. These conditions are subject to any Master Supply Agreement between Savcor Finn and the Supplier. Provision of the Goods or Services in accordance with the Purchase Order constitutes unconditional acceptance of these conditions, despite any purported counter-offer or competing terms. If the Supplier does not accept these conditions, it must not provide the Goods or Services.

2. Delivery

2.1 The Supplier must supply the Goods or provide the Services at the delivery address by the delivery date and in the quantity or description specified in the Purchase Order. Time is of the essence.

2.2 Savcor Finn may cancel the Purchase Order without liability to the Supplier at any time prior to delivery of Goods or Services.

3. Price and Payment

3.1 Savcor Finn shall pay the Supplier the Price for the Goods or Services as set out in the Purchase Order. The Price includes all costs incurred by the Supplier for the supply of the Goods or performance of the Services (such as charges for packing, insurance and delivery of the Goods and cost of any items used or supplied in the performance of the Services) and all taxes and duties, including GST where applicable.

3.2 Savcor Finn shall pay the Supplier within 30 days of the end of the month in which it receives a tax invoice from the Supplier in respect of the Goods or Services, or such other period as agreed.

3.3 Savcor Finn is not obliged to make any payment unless it has received a tax invoice from the Supplier for Goods delivered or Services provided in accordance with the Purchase Order. The Supplier must ensure tax invoices, delivery slips and correspondence pertaining to the Goods are marked with the Purchase Order number, item descriptions, quantities, prices and such other information as Savcor Finn reasonably requires identifying the Goods or Services.

3.4 Savcor Finn may withhold from a payment to be made to the Supplier under this Agreement or a Contract any amount which, in its opinion, Savcor Finn is required to withhold in respect of the Supplier's potential taxation liabilities. The withholding and payment to the relevant lawful authority discharges Savcor Finn obligation to pay the withheld amount to the Supplier. If Savcor Finn pays an amount to the Supplier without withholding an amount, or a sufficient amount, in respect of the Supplier's potential taxation liabilities which the law requires Savcor Finn to withhold, then (except in the case of Savcor Product's wilful default) the Supplier indemnifies Savcor Finn against any loss, damage, claim, action or expense (including legal expense) which Savcor Finn suffers as a result.

4. Quality

4.1 The Supplier must provide Goods or Services that conform with the Purchase Order, are fit for the purpose for which Goods or Services of the same kind are commonly supplied or bought and for any other purpose Savcor Finn specifies, are suitably packed to avoid damage in transit or in storage, are of merchantable quality, free from defects and comply with all standards and laws applicable to their design and manufacture and (in respect of Goods comprising potentially dangerous or hazardous materials) such information and material as specified by Savcor Finn required for compliance with Savcor Finn health, safety and environmental policies and requirements, including material safety data sheets.

4.2 The Supplier must, in supplying the Goods or performing the Services, not interfere with Savcor Finn' activities or the activities of any other person at the delivery address and comply with and ensure that the Supplier's employees and agents are aware of and comply with applicable laws, Savcor Finn standards and procedures, to the extent they are applicable to the supply of the Goods or the performance of the Services by the Supplier.

4.3 The Supplier must ensure that any warranty offered by a manufacturer of the Goods is enforceable by Savcor Finn or, at Savcor Finn request, must enforce the warranty for Savcor Finn benefit. Where the Supplier is the manufacturer of the Goods or supplier of Services, the Supplier grants to Savcor Finn the same warranty in respect of the Goods or Services as the Supplier offers in the normal course of its business to other purchasers of similar goods or services in similar quantities.

Savcor Finn Pty Ltd - Terms and Conditions of Supply

5. Title and Risk

5.1 Savcor Finn acquires title to the Goods upon its acceptance of them. The Supplier warrants that, upon delivery, the Goods are free of any registered or unregistered charge, lien, mortgage, encumbrance of other adverse interest. If Savcor Finn rejects Goods under clauses 6, title in the rejected Goods reverts in the Supplier upon rejection.

5.2 The Supplier bears the risk of loss of or damage to the Goods until acceptance of the Goods delivered to Savcor Finn. If Savcor Finn accepts delivery but later rejects the Goods pursuant to clause 6, risk reverts in the Supplier.

5.3 Unless the parties otherwise agree, all intellectual property arising from the Supplier providing Goods or undertaking Services vests upon creation in Savcor Finn.

6. Inspection of Goods and Services

6.1 All Goods and Services are received subject to inspection within a reasonable time after delivery or before delivery at Savcor Finn discretion irrespective of date of payment. Signed delivery dockets do not mean acceptance by Savcor Finn of Goods delivered.

6.2 If Savcor Finn gives notice of any defect or omission discovered in the Goods or Services, the Supplier must, without prejudice to Savcor Finn's rights otherwise arising under this Purchase Order or the general law replace, without further cost to Savcor Finn, the rejected Goods or Services with Goods or Services in conformity with the Purchase Order, refund or credit to Savcor Finn all monies paid or payable by Savcor Finn to the Supplier on account of the rejected Goods or Services, or at the Supplier's expense repair the Goods on site or otherwise re-perform or remedy the Services to the satisfaction of Savcor Finn, as Savcor Finn directs and removes the rejected Goods or reperform or remedy of the Services at the Supplier's expense.

7. Indemnity and Insurance

7.1 The Supplier indemnifies Savcor Finn and each of its officers, employees, contractors and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct or indirect result of any failure to deliver the Goods or provide the Services in accordance with this Purchase Order (including, an act or omission of the Supplier's subcontractors).

7.2 The Supplier must obtain and maintain insurance with a reputable insurer in Australia sufficient to cover any loss and damage for which the Supplier is liable in connection with this Agreement.

8. Confidential Information

8.1 Each party must keep confidential all Confidential Information in respect of Savcor Finn Purchase Order.

8.2 Paragraph 8.1 does not apply to information which the law or good corporate governance requires the party to disclose (to the extent of that requirement only) or to an officer, employee, contractor or agent of the party who needs to know the Confidential Information for the purposes of performing this Agreement or a Contract, provided the officer, employee, contractor or agent agrees to keep the information confidential as required by this Agreement.

9. Miscellaneous

9.1 This Purchase Order is governed by the laws of Victoria and the parties submit to the jurisdiction in that State.

9.2 Except where there is a Master Supply Agreement between Savcor Finn and the Supplier in respect of the Goods or Services, this Purchase Order contains the entire agreement between the parties with respect to its subject matter as at the date of this Purchase Order.

9.3 Savcor Finn failure or delay to enforce a condition, or to exercise a right or remedy for breach, is not a waiver of any of its rights in respect of the breach.

9.4 Each party must do everything (including executing agreements and documents) necessary or reasonably required by any other party to give full effect to this Purchase Order and the transactions contemplated by it.

Savcor Finn Pty Ltd - Terms and Conditions of Supply

10. Definitions

10.1 In these conditions:

Confidential Information means information that is not publicly available.

Goods means the products specified overleaf.

Price means the price as specified overleaf, which is inclusive of all other costs and charges including GST.

Purchase Order means the order for Goods or Services constituted by this document.

Services means the services as specified overleaf.

Supplier means the supplier specified overleaf.