

# PURCHASE ORDER CONDITIONS

## Product Standards

- You warrant that the supplies will be fit for purpose and of good merchantable quality. This warranty shall extend to cover latent defects where necessary.
- If BSE supplies manufacturing drawings to you, you warrant that the Goods are manufactured and supplied strictly in accordance with such drawings.
- You warrant that Goods supplied other than Goods supplied in accordance with technical plans or drawings provided to you by BSE do not infringe any patent, copyright, design or trademark (whether foreign or domestic) which any person may in any way be entitled to and shall save harmless and indemnify BSE from and against all claims and proceedings for or on account of such infringements in respect of Goods supplied by you and from and against all related claims, demands, proceedings, damages, costs, charges and expenses.
- BSE may at any time during the course of manufacture or otherwise inspect Goods to be supplied (subject to BSE first giving you reasonable notice of such inspection). Inspection by BSE shall neither relieve you of your obligations under the Purchase Order or otherwise nor waive BSE's rights or remedies provided under the Purchase Order or otherwise
- If Test Certificates for Goods are required by the Purchase Order those must be forwarded to BSE upon completion of testing.
- If there is a discrepancy between the terms of this Purchase Order and your invoice then BSE's obligation to make payment is suspended until the discrepancy is resolved. It is your obligation to rectify your invoice to ensure it accords with this Purchase Order, by dealing direct with BSE's purchasing office.
- If you fail to make delivery; fails to perform within the time specified in the Purchase Order; delivers non-conforming Goods; fails to make progress so as to endanger performance of the Purchase Order; then the BSE may cancel the Purchase Order or part thereof and you shall be liable for all costs incurred by BSE in purchasing similar Goods elsewhere.

## Price

- The price for your supplies shall be fixed for the duration of this order unless any variation is agreed to and confirmed in writing by BSE.
- The price for the supplies shall be inclusive of any goods and service tax.
- The price for your supplies may be free from customers duty if that is stated on the face of this Purchase Order.
- Unless otherwise stated on the face of this Purchase Order, your price must include the delivery of the supplies (including full freight & transit & other appropriate insurances in accordance with any intercom set out of the face of this Purchase Order) to the delivery address set out on this Purchase Order.
- You must if requested by BSE promptly supply written details of the breakdown between local and imported content of the supplies.

## Delivery

- Delivery of the supplies by you to the address and by the due date(s) stated on the face of this order is an essential term of this Purchase Order.
- BSE may refuse to accept partial or excess deliveries.
- You must fully protect all supplies from damage during any transport & storage before delivery, and risk will only pass to BSE when BSE has

accepted that all of the supplies have been delivered in the agreed condition.

- You shall be liable for all or any damage, loss or destruction to any Goods or property resulting from improper packaging or handling by you.
- Packing and packing slips must clearly identify this Purchase Order number, consignment quantity and number of packages, and details sufficient to identify the contents of each package.

## Insurances and Indemnity

- At all times you must effect and maintain with a reputable insurance company all necessary insurances including without limitation workers compensation, goods in transit, general product defect and public liability insurance.
- In providing the supplies to BSE you at all times must hold harmless and keep indemnified BSE and its employees and agents from and against all actions, suits, proceedings, claims, demands, losses, costs or expenses which may be made against or suffered by them arising directly or indirectly from any breach of this agreement or of any law (weather civil or criminal) or any negligence or recklessness on the part of you or your employees or agent.

## General

- These are the terms on which BSE is prepared to purchase supplies from you. They override any standard conditions upon which you may normally provide supply and any previous arrangements or agreements between your organisation and BSE. By making a supply to BSE following receipt of this Purchase Order you agree to these terms.
- You, your employees and agents must in providing the supplies to BSE at all times act generally in good faith and lawfully and specifically must comply with all applicable laws.
- You, your employees and agents at all times comply with any reasonable and relevant safety directions given by BSE in respect of the provision of the supplies.
- BSE is operating a quality assurance system in accordance with AS/NZS ISO 9001:2008. You must at your cost ensure that the provision of and/or manufacture of the supplies are in accordance with and will not breach that standard, and you must at no cost to BSE submit audits as may be reasonably required to confirm that.
- Insofar as the same is necessary you transfer to BSE ownership of all designs, drawings, documentation and other intellectual property rights in respect of the supplies, and all warranties to you from any supplier to you of any items forming part of the supplies.
- The supply shall be governed by the laws of the state of Queensland and you agree to submit to the jurisdiction of the Courts of Queensland.
- BSE relates to either Slipway business BSE Cairns Slipways Pty Ltd 32 153 468 627 or Brisbane Slipways Operations Pty Ltd 26 104 531 991, "you" means the person or organisation to whom this order is addressed, "supplies" means the item to be supplied by you pursuant to this Purchase Order, and "Incoterm" means an incoterm set out in the latest edition of "Incoterms" published by the International Chamber of Commerce.