

Waverley Council Purchase Order – Standard Conditions

1. General

These conditions apply to any Purchase Order for goods or services (or both) ("**Goods/Service**") placed by Waverley Council (whether as an offer or acceptance of an offer) and must be read with any contract specified in an individual Purchase Order. If there is any inconsistency between these conditions and the contract, the contract will prevail.

2. Quality & Delivery

The Supplier must:

- (a) Provide Goods/Service safely and appropriately to protect it from damage; and
- (b) deliver the Goods/Service by the date, to the place and in the quantity as specified in the Purchase Order.

3. Ownership & Risk

- (a) Title in the Goods/Service will pass to Waverley Council on delivery.
- (b) The Supplier assumes all risk in the Goods/Service until it is accepted by Waverley Council.

4. Warranties

- (a) In addition to any warranties implied by law, the Supplier warrants that the Goods/Service:
 - (i) is free from defects in material and workmanship and of merchantable quality;
 - (ii) is of the description and quality specified in the Purchase Order;
 - (iii) is fit for purpose;
 - (iv) complies with all applicable Australian standards and legislation; and
 - (v) does not infringe any patent, registered design, trademark or name, copyright or any other protected right.
- (b) The Supplier will ensure that any warranty offered by a manufacturer of the Goods/Service is enforceable by Waverley Council.

5. Acceptance & Rejection

- (a) Waverley Council may, at any time before acceptance, reject the Goods/Service if Waverley Council believes the Goods/Service is defective or does not meet the Purchase Order. Waverley Council may unpack, inspect and test the Goods/Service for this purpose.
- (b) Waverley Council may, at any time after acceptance, reject the Goods/Service if Waverley Council believes the Goods/Service is defective or does not meet Purchase Order, provided that the defect could not have been discovered by reasonable inspection before acceptance.
- (b) If Waverley Council rejects the Goods/Service (or any part of the Goods/Service) the Supplier must comply with a requirement of Waverley Council to:
 - (i) collect the defective Goods/Service and replace it at the Supplier's expense; or
 - (ii) refund Waverley Council any amount paid for the defective Goods/Service.

6. Cancellation

- (a) If the Supplier is unable to supply the Goods/Service as specified, it must promptly notify Waverley Council. Subject to

Waverley Council's approval of the price and quality before delivery, the Supplier may offer another Goods/Service in substitution.

- (b) Waverley Council may (at any time before delivery), cancel or change the Purchase Order. If this occurs, and:
 - (i) the change causes an increase or decrease in the cost of the Goods/Service, or time required to deliver the Goods/Service, an equitable adjustment will be made appropriate to the circumstances;
 - (ii) the Supplier has already incurred expense in satisfying the Purchase Order, Waverley Council will pay the Supplier's reasonable expenses.

7. Price, Payment Terms, GST

- a) *If the supplier is (required to be) registered for GST:* Waverley Council requests the supplier to issue a tax invoice for the supply(ies) within twenty-eight days from the date of this order. The supplier's tax invoices are to show all the details required by *A New Tax System (Goods and Services Tax) Act 1999*.
- b) *If the supplier is not registered for GST and is not required to be registered for GST:* Waverley Council requests the supplier to issue an invoice for the supply(ies) within twenty-eight days from the date of this order.
- c) A (tax) invoice must identify the Purchase Order Number. Each (tax) invoice must also include ABN and the name of the supplier that is recorded in the Australian Business Register for that ABN. Otherwise, PAYG Withholding (No ABN) law requires Waverley Council to withhold an amount from the payment and send it to the Australian Taxation Office.
- d) Waverley Council will pay the supplier within twenty-eight days of it receiving the tax invoice required by 7a), or invoice required by 7b), respectively.

8. Termination by Waverley Council

Waverley Council may terminate a Purchase Order at any time by notifying the Supplier in writing, if the Supplier:

- (a) becomes insolvent as defined by the Corporations Act 2001; or
- (b) fails to comply with any of these conditions.

9. Indemnity

The Supplier indemnifies Waverley Council against any loss or damage arising out or in connection with an act or omission of the Supplier in supplying the Goods/Service or its obligations or warranties under these conditions.

10. General

- (a) The Supplier must not assign the benefit of the Purchase Order without Waverley Council's prior written approval.
- (b) No variation of the Purchase Order will be binding on Waverley Council unless in writing and signed by a duly authorised representative of Waverley Council.
- (c) Waverley Council's failure or delay to enforce a condition, or to exercise a right or remedy for breach, is not a waiver of any other breach.
- (d) These conditions will be governed by the law of New South Wales and the parties submit to the jurisdiction in that State.

11. Interpretation

"Supplier" means the legal entity to which the Purchase Order is addressed.