

## CONDITIONS OF PURCHASE - SELECTRAIL (AUSTRALIA) PTY LTD

The standard Conditions of Purchase of **Selectrail Australia Pty. Ltd.** will apply unless otherwise agreed in writing to this contract, quotation and all future purchase contracts with **the Contractor**.

### **PACKAGING, MARKING and SHIPPING INSTRUCTIONS:**

The Purchase Order Number **MUST** appear on all shipping documents, Bills of Lading, Invoices, Correspondence, and must be permanently marked on the outside of every shipping container.

Packing List **MUST** be completed for each Purchase Order Number and **MUST** be attached to the outside of a shipping container, and marked on all freight bills.

### **INVOICES ONLY TO:**

**ACCOUNTS PAYABLE  
SELECTRAIL AUSTRALIA PTY LTD  
UNIT 1, 11 TREVI CRESCENT  
TULLAMARINE, VICTORIA, 3043  
AUSTRALIA**

Correct Purchase Order number **MUST** appear on Invoice, or it will be returned.

For questions regarding invoicing/payment call

+61 (0)3 9335 0600. Indicate correct price in same units as shown on the Purchase Order.

### **1. Acceptance of Purchase Order**

Acceptance of this Purchase Order shall be considered as agreement to the conditions specified below.

### **2. Queries**

Any queries must be raised before proceeding to execute this Purchase Order

### **3. Invoice**

Invoice must be mailed promptly.

### **4. General**

Any additions to these General Conditions shall be in writing and included as Special Conditions in the Purchase of Order and Contract. In the event of any inconsistency between the General Conditions and any Special Conditions, the latter shall prevail. Changes in Selectrail Australia Pty Ltd requirements or any Contractor alternative conditions or supply proposals shall be agreed in writing.

### **5. Price Basis**

The Purchase Order and Contract Price is deemed firm for a minimum period of twelve months or greater if agreed in writing between the Parties and is not subject to variation.

### **6. Taxes and Charges**

Prices should exclude Goods and Services Tax unless specified in writing.

### **7. Payment of Accounts**

Selectrail Australia Pty Ltd standard terms of payment are 30 days from the end of the month in which the goods were accepted and the receipt of a correctly rendered invoice or as agreed in writing between the Parties.

### **8. Performance of the Contract**

The Contractor shall deliver the Goods and/or Services to Selectrail Australia Pty Ltd at the time or times and in the manner required by the Purchase Order and Contract.

The Contractor shall ensure that the Goods and/or Services comply with all the other requirements of the Purchase Order and Contract. Selectrail Australia Pty Ltd may reject Goods and/or Services which do not comply with the Purchase Order and Contract. Selectrail Australia Pty Ltd may, with reasonable notice terminate the Purchase Order and Contract for breach of these conditions or contract.

### **9. Warranties**

The Warranty period in respect of any Goods supplied or Services provided under the Purchase Order and Contract shall commence on the day of delivery or acceptance (whichever occurs last) of the Goods and Services. It shall be valid for 13 months, or the length of the Contractor's or Manufacturers standard warranty period, whichever is the longer. In the event of any fault in the Good's and/or Services, the contractor shall at their cost, replace or make good the defective Goods and/or Services including delivery and incidental costs. The Contractor may, at its option, pay Selectrail Australia Pty Ltd the replacement cost.

### **10. Inspection and Source Quality Assurance**

A Selectrail Australia Pty Ltd Representative may perform inspection of completed Goods and/or Services or, where practical, a Quality Assurance Representative may perform quality audit and quality surveillance, as defined in ANZ ISO 9001, during production of the Goods and/or Services. The Contractor shall permit Selectrail Australia Pty Ltd Representative(s) free access to its premises or services work areas at all reasonable times, and shall provide at its own expense such facilities and assistance as may be required for the purpose of this clause.

**11. Inducements**

Should the Contractor either directly or indirectly provide to an employee of Selectrail Australia Pty Ltd or its Agents either before or after the placing of the Purchase Order and Contract any benefit of any character whatsoever which might be reasonably construed as an inducement for the employee or Agent to show favour to the Contractor then the Purchase Order and Contract shall be deemed to be terminated and Selectrail Australia Pty Ltd has no obligation pursuant to it.

**12. Assignment Copyright & IP Rights**

In the event that this Purchase Order pertains to matter which is made or created by the Contractor at Selectrail Australia Pty Ltd request then the Contractor hereby assigns to Selectrail Australia Pty Ltd all of the copyright and other Intellectual Property Rights in works created by the Contractor pursuant hereto. And the Contractor shall if appropriate arrange licensing of any third party owned Intellectual Property at terms favourable to Selectrail Australia Pty Ltd in the matter throughout the whole world.

**13. Assignment Subcontracting**

The Contractor shall not assign the Purchase Order and Contract, nor subcontract any part of the Purchase Order and Contract, without the prior written consent of Selectrail Australia Pty Ltd, except for such parts of the contract as is customary in the carrying out of similar contracts. No assignment or subcontracting shall relieve the Contractor from any of its obligations under the Purchase Order and Contract or impose any liability upon Selectrail Australia Pty Ltd to an assignee or subcontractor.

**14. Title, Acceptance and Risk**

Title to the Goods shall vest in Selectrail Australia Pty Ltd upon delivery of such goods to and acceptance by Selectrail Australia Pty Ltd. The risk of any loss or damage to the Goods, in relation to the Service, or any part thereof, shall remain with the Contractor until delivery to, or acceptance by, Selectrail Australia Pty Ltd, whichever is the later, into the Selectrail Australia Pty Ltd nominated store.

**15. Notices**

Any notice, or request or other communication served under the Purchase Order and Contract, shall be in writing, and delivered promptly to Selectrail Australia Pty Ltd or the Contractor at the addresses in the Purchase Order and Contract

**16. Existing Contracts and Standard Offers**

Where this Purchase Order and Contract is issued under the terms of that Standing Offer, or to extend the terms of an existing Contract, the terms of that Standing Offer or Contract shall prevail, save and except for any Special Conditions specified in writing which shall take precedence.

**17. Indemnity**

The Contractor shall, in performing the Purchase Order and Contract, indemnify Selectrail Australia Pty Ltd against all claims in relation to personal injury, death, loss or damage to property, any infringement of Intellectual Property Rights, and any legal costs arising from such claims as they affect any employee of the Contractor, any Subcontractor, any third party, and the public.

**18. Dispute Resolution**

In the event of any dispute, the parties agree to negotiate in good faith without prejudice to any other remedies the parties may have under the Purchase Order and Contract or in any other respect. Where such disputes are not settled within 14 days, an independent Expert nominated by Selectrail Australia Pty Ltd shall be appointed to determine the dispute and the decision of that person shall be final and binding on the parties. The provisions of the Arbitration legislation of the applicable State or Territory shall be specifically excluded.

**19. Waiver**

A waiver by Selectrail Australia Pty Ltd, or the Contractor, in respect of any breach of a condition or provision of this Contract shall not be deemed to be waiver in respect of any other condition or provision, or of any subsequent breach.

**20. Applicable Law**

This Purchase Order and Contract shall be governed by and construed in accordance with the Statutory Law of Victoria, Australia.

**21. Exchange Rates**

Currency Exchange Rates shall be determined at the date of Selectrail Australia Pty Ltd Purchase Order.

**22. Tariff Rates**

Tariff Rates shall be determined at the date of Customs clearance.