

Standard Terms and Conditions of Purchase

These Standard Terms and Conditions apply to purchase orders issued by CEHL

1 General

1.1. Every purchase order ('Order') we issue is an offer to acquire products from you subject to these terms and conditions ('Standard Terms') and any written special conditions that we include with our Order. Where you accept our Order, there is a contract on this basis. Any terms and conditions in your quote, offer document, Order acceptance or any other document you supply are excluded.

2. Delivery

2.1 You must supply products as, where and when specified in our Order or otherwise directed by us. You must keep us informed of any delays or other matter which may affect the delivery of products.

3. Cancellations

3.1 We may cancel an Order by written notice to you: (a) at any time prior to supply; or (b) after supply, if products are not in accordance with our Order (including where wrong quantities are delivered) or if you otherwise breach this contract.

4. Quality

4.1 You must, and all products you supply must, strictly comply with all applicable laws, regulations, codes and Australian Standards, and with our Order (including any performance criteria).

4.2 Products (when they are goods), must be new, fit for the purpose for which they are acquired, free from damage and defects in workmanship and materials and of merchantable quality.

4.3 Products (when they are services), must be performed to a high standard of professional care and skill by appropriately trained and qualified personnel.

4.4 Without limiting clause 4.2, you must assign to us the benefit of any warranty or guarantee given by the manufacturer in respect of products (when they are goods).

4.5 We may reject products which do not comply with our Order or these Standard Terms, even if we have previously inspected and / or accepted them. Where products are rejected, you must, at our option within 5 days: (a) replace, repair or re-supply the products at your expense; or (b) refund to us any amount we paid for the rejected products.

5. Price and payment

5.1 The price for products is the price stated in our Order unless advised otherwise.

5.2 Unless the Order expressly states otherwise, it includes: (a) any applicable GST; and (b) all packing, insurance and delivery charges and all taxes and duties.

5.3 You may only invoice us after all products have been delivered or completed to our satisfaction. Your invoice must: (a) be correctly addressed; (b) identify our Order number; (c) be a valid tax invoice for GST purposes; and (d) where we request it, be accompanied by documentation substantiating the amount claimed.

5.4 We will seek to pay all correctly rendered and undisputed invoices within 14 days after receipt of your invoice unless agreed otherwise.

5.5 If we dispute an invoice (a) payment is suspended until the dispute is resolved and (b) you must give us any information or document we request in relation to the invoice or the dispute.

5.6 In addition to any other rights, we may deduct from your invoice any amount you owe us (including under any indemnity).

6. Title and risk

6.1 Title to and risk in products passes to us on delivery.

6.2 You warrant that: (a) you have complete ownership of the products free of any encumbrances; (b) we will receive clear and complete title to the products free from any encumbrances; and (c) no claim of infringement of moral rights will be brought against us by your employees or agents.

6.3 Any intellectual property rights created from your performance of this contract vest in us and are assigned on creation.

7. Our materials

7.1 Any tools, patterns, designs, drawings, dies or other material used in supplying or manufacturing products and that is paid for or supplied by us ('our materials') is our property.

7.2 While our materials are in your possession, you: (a) hold them solely as our bailee; (b) must store them securely and maintain them in good repair; (c) must use them only for the purpose of performing this contract; and (d) must return them to us on demand.

8. Occupational health and safety

8.1 You shall ensure that any person (including subcontractors) engaged to perform this contract will at all times exercise all necessary precautions for the health and safety of all persons including your employees and subcontractors, our members, tenants and employees and members of the public. All works are to be undertaken according to current workplace and OHS safety guidelines and Safe Work Method Statements (SWMS) are to be provided when required under OHS Regulations.

9. Confidentiality

9.1 You must keep our confidential information (which includes information about our members and employees) confidential and not directly or indirectly disclose, use, record, memorise, reverse engineer or copy it for any purpose other than to perform this contract, without our prior written approval.

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10. Privacy

10.1 You must comply, and must ensure that your representatives (employees, officers, sub-contractors and other agents) comply, with all applicable privacy laws, and agree to: (a) ensure that only essential information is collected, (b) use information provided only for the purpose originally intended; (c) take all reasonable steps to safeguard information in a secure storage facility and to handle the flow of information in a secure manner; (d) ensure that no identifiable information is disclosed to any third party without prior agreement from us (unless legally obliged to do so); (e) ensure that member, tenant or staff contact details are not used for promotional purposes; (f) destroy all information provided in a secure manner once it is no longer required; and (g) ensure that all contractors and sub-contractors are bound by similar agreements.

11. Indemnity and insurance

11.1 You indemnify us, our officers, employees, agents, members, tenants and customers against all loss, damage, claim, expense or liability incurred in connection with: (a) your performance or breach of this contract; (b) any products you supply; (c) a claim by a third party that the products infringe their intellectual property rights; and (d) any negligent or wilfully wrong act or omission by you, your employees, agents and contractors.

11.2 You must effect and maintain appropriate insurance policies, taking into account the products you supply. You may be required to provide us with proof of your insurance upon request.

12. Subcontracting

12.1 You must not subcontract the whole or any part of your obligations under this contract without our prior written approval, which we may grant or withhold at our sole discretion. You will remain liable for the performance of this contract and the acts and omissions of any subcontractor.

13. Termination

13.1 As well as our other rights, we may terminate this contract where: (a) you fail to supply products by the date required in our Order; (b) you breach this contract; or (c) you become or threaten to become insolvent or bankrupt or enter a compromise or arrangement with creditors or any form of external administration.

14. Miscellaneous

14.1 This contract may only be varied with our written agreement.

14.2 You may not assign this contract without our prior written consent which we may grant or withhold at our sole discretion.

14.3 These Standard Terms plus our Order and any other relevant written contract relating to the products, constitute the entire agreement between us and you.

14.4 You acknowledge that you are an independent contractor, and no relationship of employment, agency, partnership or joint venture is created by this contract.

14.5 Our delay or failure to exercise a right under this contract is not a waiver of that right or any other rights. Our consent to a breach of this contract is not a consent to any subsequent breach.

14.6 If a provision of these Standard Terms is unenforceable for any reason, it shall be read down to the point of severance. These Standard Terms must not be construed to our disadvantage merely because we prepared them.

14.7 This contract is governed by the law of Victoria, Australia, and you submit to the jurisdiction of the courts of Victoria and waive any right to claim that those courts are inconvenient forums.

15. Definitions and interpretation

15.1 In these Standard Terms: (a) the singular includes the plural and vice versa; (b) a reference to '\$' is a reference to Australian currency; (c) 'including' and similar expressions are not words of limitation; (d) 'products' means goods and/or services and includes any deliverable resulting from a service; (e) 'us', 'we' or 'our' means Common Equity Housing Limited ABN 97 006 546 658; and (f) 'you' or 'your' means the supplier of products set out in our Order.

15.2 Correctly rendered invoices will: (a) Comply with ATO GST requirements; (b) Must contain our Order number or job reference number and the address to which the item(s) were delivered or where the job was performed

15.3 ATO GST requirements for invoices: (a) must state is intended to be a tax invoice; (b) contain seller's identify; (c) contain the seller's ABN; (d) the date the invoice was raised; (e) a description of the items sold, including the quantity (if applicable) and the price; (f) the GST amount (if any) payable; (g) the extent to which each sale on the invoice is a taxable sale.