



Go Electrical Pty Ltd
ACN 118 931 070 | ABN 56 118 931 070

STANDARD TERMS OF PURCHASE

Terms

1. These terms apply to all goods purchased by **Go Electrical Pty Ltd (A division of Metal Manufacturers Limited)** ("the Company"). These terms override all terms proposed by any supplier including terms set out on any invoice or other documents delivered with the goods. If other terms are proposed these terms are deemed to be reoffered to and accepted by the supplier or their agents on delivering the goods. These terms may be varied at any time by the Company. The terms at the time of ordering of goods will prevail if there is any conflict.
2. These terms constitute the entire agreement. No other representations are made by the Company in relation to the purchase of goods. These terms may only be varied or additional terms incorporated (other than terms of the product description, quantity, indicative price and delivery instructions set out on each order) if in writing signed by a representative of the Company of the status of General Manager or above. If any trading agreement exists between the Company and the supplier these terms nevertheless apply to all goods supplied which are also covered by the trading agreement though, if there is an inconsistency with these terms, the trading agreement will prevail to the extent of any inconsistency. No trading agreement will legally bind the Company or the supplier unless in writing and signed by a representative of the Company of the status of General Manager or above, and the supplier.

Ordering, Acceptance and Price

3. A purchase order ("order") once placed by the Company and accepted by the supplier is revocable only by the Company. The supplier accepts an order by commencing to process it and may not withdraw from the supply of goods set out in any accepted order at any time without the prior written approval of the Company. Prices set out or referred to directly or indirectly on any order are fixed and may not be varied.
4. The supplier is responsible for any misinterpretation or errors appearing on any order.
5. Unless otherwise specified in writing, all prices referred to on orders are strictly net FIS based on the quantity and the pack sizes set out in the order. Prices may not be varied due to and may not be adjusted according to any change in any costs of the supplier or variation in quantity or pack sizes. Prices are exclusive of GST unless otherwise stated.
6. The supplier is responsible for the following costs and charges, unless otherwise specified in the order:-
 - (a) drums, cases, pallets and general and special packaging ("packaging");
 - (b) special tooling requirements;
 - (c) freight and unloading;
 - (d) insurance for goods in transit until risk passes; and
 - (e) all delivery charges and all statutory taxes and charges.
7. Goods ordered may not be substituted unless approved by the Company in writing. If specified goods are unavailable or quantity and pack sizes vary from that set out in the order the supplier must immediately on receipt of the order advise the Company. This does not effect the supplier's liability as otherwise contained in these terms.
8. If the Company requests, the supplier agrees to make available any goods for inspection or for carrying out of any tests or certification processes. Tests or processes will be carried out by or at the direction of the relevant customer of the Company at the customer's cost and the supplier's risk. By providing goods for inspection or for testing or processing pursuant to this clause the Company expressly does not assume any responsibility for the goods whatsoever including any liability if the results of the tests or processes carried out are wrong.
9. The supplier must have available for supply identical replacement and spare parts for all goods on reasonable commercial terms for ten years from the date of delivery of the goods. If the goods or replacement or spare parts are to become obsolete the supplier must give the Company at least 12 months written notice but this does not effect the supplier's liability otherwise contained in these terms.

Packaging and Delivery

10. All goods are to be packed to ensure delivery in an undamaged condition and in such a size and manner that they may safely be unloaded and handled by the supplier and its agent and in due course by the Company and the Company's customers. No alterations to standard packaging are acceptable.
11. The supplier must promptly, following the unpacking of goods, collect all packaging of which title does not pass to the Company or the customer on delivery from the delivery point or such other location as the Company advises. The Company is not responsible for any damage or loss of any packaging and may treat packaging as being abandoned if such packaging is not promptly collected after unpacking.
12. Delivery instructions (including without limitation, date, time, delivery point and authorised person to accept the goods) are fundamental conditions of supply and the supplier shall deliver the goods in accordance with the delivery instructions set out on orders or otherwise agreed by the Company and the supplier ("delivery instructions").
13. Delivery is at the supplier's cost and risk. The supplier is responsible for all expenses and/ or losses, both consequential and indirect, incurred by the Company and/ or its customers due to failure by the supplier to deliver in accordance with the delivery instructions.
14. Delivery will be to the Company's Service Centre issuing the order or at any other delivery address as specified in the delivery instructions. The supplier will provide all necessary labour and equipment to safely off load and place goods into store or to a location as directed by the authorised person at the delivery address.
15. Delivery must be acknowledged by a delivery docket or manifest quoting the relevant delivery docket number being signed off by an employee of the Company or such other person as specified in the delivery instructions ("authorised persons") and the signed off delivery docket or manifest must be maintained by the supplier as a record of receipt for a period of at least 7 years.
16. Acceptance of delivery of the goods by the Company or its customers will not under any circumstances be deemed to be acceptance of the condition or correctness of goods ordered nor effect the Company's option to return the goods.
17. All orders must be delivered in accordance with delivery instructions. Orders may not be delivered by instalments except when expressly stated in the delivery instructions.

Safety

18. The supplier is to provide the Company and its customers with all relevant documents required under all health and safety and environmental laws and standards.
19. The supplier is to maintain Material Safety Data Sheets ("MSDS") for all goods sold and to make these available to the Company on request by the Company. MSDS must show: the raw products constituting each product; the health effects of the product and first-aid instructions; precautions for use; safe handling and storage information; and are to be non-technical, in clear English with reference to Australian conditions, legislative requirements and protective equipment.
20. If the supplier has goods that contain asbestos or asbestos related materials, hazardous or carcinogenic substances, then the supplier must give written notice to the Company forthwith following receipt of the order and the supplier must affix to the goods the documents and information referred to in clause 18 and 19.

Title

21. Title and risk passes to the Company on: placing the goods into store at the Company's Service Centre issuing the order; or as directed by the authorised person to any other delivery address as specified in the delivery instructions.

Invoicing and Payment

22. Invoices for goods delivered are to accompany each goods delivery or be received by the Company within 5 days of that goods delivery. Invoices must include the relevant order number, comply with tax invoice requirements and set out GST at the end of each invoice and not on each product line. If an invoice complying with these requirements is not received by the Company within 30 days of the date of delivery of the relevant goods then the supplier has no claim for payment for such goods.
23. Invoices may be delivered with goods when the goods are delivered to the Company's Service Centre issuing the order. If delivery is made to any other delivery address then the invoice is to be posted to the Company's Service Centre issuing the order.

24. Payment will be made 60 days from the end of the month in which the goods were delivered and invoiced ("payment date"). In the event payment is not made by the payment date the supplier has no right to suspend or cancel undelivered orders, to charge interest or any surcharge, administration or other fee, or to take proceedings for recovery, without giving the Company 21 days written notice and consulting with the Company. The Company may deduct from payment otherwise due retention amounts, discounts, credit returns, rebates or other monies whatsoever owing from the supplier to the Company including on account of equitable or other set off.
25. Credit requests of the supplier may be made from time to time. A credit request will be deemed accepted by the supplier unless the supplier disputes the credit request in writing with full supporting explanation and documentation within 30 days of the date of the credit request.
26. The supplier must provide to the Company tax adjustment notes and any other relevant GST documentation regarding discounts, credit returns, rebates and other monies owing from the supplier to the Company within 28 days of the relevant transaction.

Consignment

27. If the Company holds goods on consignment then:-
 - (a) the supplier remains the owner and the Company is only a bailee;
 - (b) the Company is not obliged to store the goods separately from any other goods, keep them identifiable as the supplier's goods and/ or maintain proper records of any sale or disposal of the goods;
 - (c) the supplier bears all risk in respect of the goods and must fully insure them; and
 - (d) orders for consignment stock, which is sold by the Company will be issued in accordance with the Company's standard consignment stock procedure. The date of order will be deemed to be the date of delivery for the purpose of these terms.

Warranty and Indemnity

28. The supplier acknowledges that the Company is a wholesaler and, it does not manufacture nor warrant products sold by it nor does it hold sufficient technical expertise and skill to evaluate a customer's requirements or orders but, notwithstanding, may suffer some liability to its customers.
29. The supplier warrants that all information contained in catalogues, price lists, photographs, brochures and other illustrations or advertising material and drawings and information otherwise directly or indirectly produced by the supplier is accurate and correct and is not misleading or deceptive in any way and that the supplier has the necessary expertise and qualifications to provide that information.
30. In addition to any warranties implied by law, the supplier expressly warrants that all goods supplied by it are free from defects in their manufacture and workmanship; of the description and quality of samples previously supplied; as specified in an order and/ or Material Data Sheet; of merchantable quality; fit for all purposes expressly or impliedly represented; and comply with all applicable Australian laws, including without limitation, those relating to health and safety and environmental laws and standards.
31. The supplier warrants to promptly and fully discharge all claims under all express and implied product warranties associated with the goods supplied by the supplier.
32. The supplier unconditionally and forever indemnifies the Company and all its officers and employees against any loss they may suffer as a result of a breach by the supplier of these terms and any liability they may suffer in connection with the ordering, stocking and resale of goods supplied by the supplier. This indemnity extends to liability arising as a result of breach of contract or at common law including in relation to negligence and includes for loss of profit, damage to property or personal injury and whether these loss or damages arise directly, indirectly, incidentally or consequently together with all legal costs incurred by them on an indemnity basis to defend or prosecute any claim involving the Company and goods supplied by the supplier other than proceedings to the extent to which they relate to the recovery of a debt due from the Company's customers to the Company.

Return of Goods

33. The Company may return all or any goods, for any reason whatsoever within six months of delivery, notwithstanding that the goods may have been tested, installed, invoiced, paid, damaged or without original or other packaging. The Company will receive a full credit for the cost of all returned goods (including freight charges) without any service, restocking or other charge or fee by the supplier. The full credit may be deducted off the Company's next payment to the supplier or if there is no outstanding amount owing to the supplier then a full refund is to be paid by the supplier to the Company within 30 days of the date of return of the goods.



34. If goods are to be returned, they will at all times be taken as being held by the Company or the Company's customers at the supplier's risk. The supplier is to pay the freight and other cost of returning the goods unless the reason for return is directly and wholly caused by an error of the Company or the Company's customers in which case only the freight for the return will be paid for by the Company. The supplier has the risk for goods lost or damaged in transit during return to the supplier.
35. Where goods supplied are returned by the Company's customers to the Company for any reason, delivery of those goods will be taken as being accepted on behalf of the supplier and the supplier agrees to give the Company a full credit not including freight costs for the goods and indemnifies the Company for any liability in relation to the goods.
36. Where, notwithstanding clauses 33, 34 and 35 hereof, the supplier disputes any return of goods whether to the Company by the customer or to the supplier by the Company, it must do so in writing with full supporting explanation and documentation within 30 days of such return failing which the supplier is barred from disputing the Company's or customer right to return the goods and is deemed to have accepted liability for those goods in accordance with these terms.

Company Connection

37. The supplier must not advertise or publish that the supplier and the Company have a contract for the supply of goods or to refer to the Company in any advertising and/ or merchandising material without first obtaining the prior written consent of the Company.
38. The supplier must not reproduce, modify, amend or publish, or allow to be reproduced, modified, amended or published, the Company's registered or unregistered trade marks, names or logos without first obtaining the prior written consent of the Company.

Personal Properties Securities Act 2009 (Cth) (the PPS Act)

39. The supplier acknowledges that a Security Interest (as defined in the PPS Act) has been or will be created by reason of or arising out of the supply of the goods. The supplier must not cause or permit the goods to be the subject of any other Security Interest.

General

40. If any dispute arises in relation to goods or services supplied by the supplier to the Company the Company may by notice to the supplier at any time prior to determination by a court require that such dispute or part thereof be determined by arbitration according to law. The arbitration is to be conducted in accordance with the relevant Commercial Arbitration Act (of whatever name) of the State or Territory nominated as being the governing law and in the capital city of that State or Territory. The Company may, give notice that any dispute with the supplier is arbitrated with any other dispute relating to the same goods or issues. There is to be a single arbitrator appointed by agreement or failing agreement by the president of the law society of that State or Territory. The arbitrator's decision is final and binding subject to any right of appeal under the relevant Commercial Arbitration Act.
41. The reference of a dispute to arbitration does not affect the supplier's obligation to supply and deliver the goods in accordance with any order pending the resolution of any dispute whether referred to arbitration or otherwise. Payment for goods which are the subject of a dispute which is being referred to or determined by arbitration, is to be deferred until the arbitrator makes a determination or there is a decision on any appeal.
42. These terms will be governed by and construed in accordance with the laws of a State or Territory of Australia as the Company directs in writing when the dispute arises and the supplier irrevocably submits to the exclusive jurisdiction of a competent court in the capital city of that State or Territory.
43. Expressions defined in brackets in these terms will be given the meaning where defined throughout these terms whether or not the definition is used again before or after where the expression is defined.
44. Failure by the Company to insist on performance of these terms or exercise any right or remedy for breach, is not a waiver of any other non performance or breach.
45. If any of these terms are or later become illegal or unenforceable, the illegal or unenforceable part of those terms are taken to be severed from these terms, but all other terms remain in place