



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

SPECIAL CONDITIONS OF PURCHASE

Definitions

In the Standard Terms of Purchase and these Special Conditions of Purchase:

Agreement means the Company's Purchase Order, the Standard Terms of Purchase and these Special Conditions of Purchase together with any Specification.

Australian Standards are those documents published by Standards Australia from time to time setting out applicable specifications and procedures with respect to certain goods, services and systems.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, whether based in contract, tort, statute or otherwise.

Law includes any decree, statute, Act, regulation, rule, ordinance, proclamation, delegated legislation, by-law, judgment or rule of common law or equity.

Liabilities means all liabilities, losses, damages, outgoings, costs and expenses of whatever description.

Specification means details of the design and material of Goods being supplied as agreed between the Company and the supplier and set out in writing and signed by the Company and the supplier.

Warranty

1. Where these Special Conditions of Purchase apply as stated in a Purchase Order the provisions of Go Electrical Pty Ltd (A division of Metal Manufacturers Limited) Standard Terms of Purchase also apply with the exception of clause 30 (Warranty).
2. In addition to any warranties implied by Law, the supplier warrants that the goods and all components of the goods:
 - a. are of merchantable condition, fit for their intended purpose and free from defects;
 - b. comply with their Specification, all relevant Laws, and Australian Standards;
 - c. comply with any functional and performance criteria agreed by the supplier in writing and any relevant Australian Standards and Codes;
 - d. do not infringe any patent, trade mark, copyright or other intellectual property rights or interests of any third party; and
 - e. comply with all relevant consumer safety standards relating to the Goods.for a period of 2 years from their Date of Delivery ("**Warranty Period**").
3. If any of the goods become defective or otherwise in breach of a warranty in clause 2 during the Warranty Period, upon notification by the Company to the supplier of any Claim by the Company or the Company's customer that the goods have become defective, or otherwise in breach of a warranty in clause 2, the supplier shall promptly, and no later than 2 days following receipt of such notification, attend the site at which the goods are installed as advised by the Company to the supplier and repair or replace the goods to the reasonable satisfaction of the Company at the sole cost of the supplier including, but not limited to, the removal and transportation costs, labour costs and the costs of replacing or providing new parts for the goods.
4. If any of the goods fail to comply with the warranties referred to in clause 2, the supplier shall replace those goods with goods that so comply as provided in clause 3 hereof.
5. The warranties referred to in clause 2 shall apply to the repaired or replaced goods from the date of their repair or replacement as the case may be for the Warranty Period.



6. If the supplier fails to comply with the provisions of clauses 3 or 4 hereof within the time specified therein the Company may, without notice to the supplier, replace the goods with similar goods and all costs and expenses incurred by the Company in so effecting the replacement of the goods including, but not limited to, the cost of labour ("the Company's Replacement Costs"), shall be payable by the supplier to the Company as provided in clause 7.
7. The supplier shall pay to the Company the Company's Replacement Costs within 7 days of receipt of the Company's notification of the amount of those costs which shall be a debt due and owing by the supplier to the Company on and from the date of such notification.

Insurance

8. The supplier must at its own expense procure and maintain the insurances specified below (Insurance Policies) with reputable financially secure insurers (with a Standard and Poors (or equivalent) rating of not less than A minus).
9. Before commencing the supply of goods to the Company, the supplier must lodge with Company certificates of currency or such other evidence as is required by Company regarding the Insurances at any time during the course of supply of goods by the supplier to the Company.
10. The supplier must:
 - a. observe and perform all terms and conditions of such Insurances and pay all supplier deductibles;
 - b. ensure Company is not prejudiced by any breach of the conditions of the insurances by the supplier;
 - c. give prompt notice of any loss or claim to the insurer; and
 - d. notify Company in writing as soon as practicable after providing notice of any loss or claim to the insurer, or after receiving any notice of cancellation or any change in any policy of insurance that will have a material effect on the cover required to be taken out by the supplier in accordance with this Agreement.
11. If the supplier fails to take out any of the insurances required under this clause, Company may at its sole option take out and maintain such insurances and deduct the costs from any moneys due to the supplier.
12. The supplier indemnifies and shall keep indemnified the Company against all Claims and Liabilities made against or suffered by the Company arising as a result of the supplier failing to take out or maintain any of the insurances required under this clause.

Insurance Policies

13. Workers' Compensation and Employers' Liability Insurance
 - a. Workers' Compensation and Employers' Liability Insurance covering all Claims and Liabilities under any Law, and where common law claims are allowed outside of the statutory scheme, for employer's liability at common law, for the death of or injury to:
 - i. any person employed by the supplier in connection with this Agreement; and
 - ii. any person who is a worker of the supplier or any of its sub-suppliers in connection with this Agreement, or who may be deemed under applicable Law to be a worker or any sub-supplier of the supplier in connection with this Agreement.
 - b. These insurances must be endorsed to indemnify the Company (for both benefits under the State Workers' Compensation Legislation applicable to the supplier and at common law) and to waive any rights of subrogation the insurer may otherwise have had against the Company.
14. General Public and Products Liability Insurance
 - a. General public and products liability insurance with a limit of liability of not less than the sum of \$50m for any one occurrence, covering liability for:
 - i. personal injury, disease or illness (including metal illness) or death; and
 - ii. loss of, damage to, or loss of use of, real or personal property and consequential loss, arising as a direct result of damage to real property covered by supplier's general Public and Products Liability Insurance.
arising out of the performance of this Agreement. This insurance must be extended to cover liability for:
 - iii. any plant and equipment of the Company in the care, custody or control of the supplier, except to the extent such plant and equipment is otherwise insured against the risk of loss or damage under other insurances required to be effected pursuant to this Agreement;
 - iv. the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Agreement; and

- b. A comprehensive motor vehicle policy and statutory CTP insurance covering registered vehicles used by supplier as a tool of trade in the performance of this Agreement.
- c. Such insurances must be endorsed:
 - iii. to provide principal's liability cover in respect of any liability of the Company arising from the supply of the goods pursuant to this Agreement;
 - iv. with a cross-liabilities clause in which the insurer agrees that the policy applies as if a separate policy was issued to each beneficiary (with the exception of limits of liability); and
 - v. with a severability and non-imputation stipulation, so that a breach of any term of the policy or of the duty of disclosure by one insured will not disentitle other named insureds or noted interest beneficiaries to coverage.

15. Marine Insurance

Marine insurance, covering all insurable risks of physical loss or damage to the Goods occurring at any time while in transit or in storage in the ordinary course of transit up to the place for delivery of the goods. Such insurance must:

- a. cover the goods on a declared value basis for their full invoice value at the place for delivery of the goods; and
- b. incorporate, as applicable, the Institute of London Underwriters standard clauses for Marine Cargo (A) or marine inland transit insurance.