

CONDITIONS OF PURCHASE ORDER

This Purchase Order is placed with the Supplier on the agreement of the Supplier hereby given that the Supplier will comply with the undermentioned conditions:

1. **GOODS SUPPLIED WITHOUT OFFICIAL PURCHASE ORDER:** Spaceframe Buildings Pty Ltd will not be responsible to pay for goods or services supplied without an official Purchase Order.
2. **QUOTE PURCHASE ORDER NUMBER:** The official Purchase Order number must be quoted on all Delivery Notes, Invoices and correspondence.
3. **CONDITIONS OF ORDER:** Suppliers are required to comply with the provisions of the Workplace Health and Safety Act and its Regulations. Suppliers and their employees and subcontractors are required to adopt safe work practices in accordance with the Act.
4. **DELIVERY NOTES/INVOICES:** To facilitate prompt payment the Invoice should be, mailed within 24 hours of delivery to Spaceframe Buildings Pty Ltd, PO Box 452, Morningside QLD 4170. A Separate Delivery Note or Invoice must be supplied for each order delivery. Invoices shall be made out to Spaceframe Buildings Pty Ltd.
5. **PAYMENT TERMS – CLAIM UNDER PAYMENTS ACT:** Should the Supplier elect to make a payment claim under the '*Building and Construction Industry Payments Act 2004*' the following shall apply:
 - 5.1 Any word or expression used in the Purchase Order which is defined in the '*Building and Construction Industry Payments Act 2004*' has the same meaning in this Purchase Order as so defined.
 - 5.2 The supplier shall submit payment claims to Spaceframe Buildings Pty Ltd on the reference date deemed to be the last business day of the month.
 - 5.3 Spaceframe Buildings Pty Ltd shall submit payment schedules to the Supplier within 10 business days from the date of receipt of the payment claim.
 - 5.4 A payment claim submitted by the Supplier must be received by Spaceframe Buildings Pty Ltd and shall:
 - 5.4.1 be received on the reference date determined in clause 5.2;
 - 5.4.2 be an itemised Tax Invoice fully compliant with the GST Legislation;
 - 5.5 Failure to comply with all of the matters detailed in clause 5.4 shall result in the Supplier's payment claim being rejected and returned to the Supplier.
6. **CHECK OF GOODS UPON RECEIPT:** The goods supplied against this Purchase Order will be checked on receipt. Any goods found to be wrongly supplied, faulty or damaged will be returned to the Supplier for credit. At the same time the Supplier will be notified as to whether or not replacement goods are required.
7. **PRICE VARIATIONS:** No price variation will be considered unless prior advice, in writing, is received at least one week prior to the proposed implementation date of any such variation. Failure to comply with this instruction will result in payments being made at no more than the price shown in the body of the Purchase Order.
8. **DELAYS:** Unless otherwise agreed to in writing between Spaceframe Buildings Pty Ltd and the Supplier, time shall be deemed of the essence. In the event that the Supplier fails to make deliveries within the time specified, Spaceframe Buildings Pty Ltd shall have the option to terminate this Purchase Order or such part or parts thereof for which there has been delay. The Supplier shall be liable for any loss and/or damages suffered by Spaceframe Buildings Pty Ltd as a result of any delay caused by the Supplier.
9. **NON-WAIVER:** Spaceframe Buildings Pty Ltd will not be construed as having waived the performance or observance of any obligation or condition of this Purchase Order unless a waiver is given to the Supplier in writing. Any waiver will not extend or be deemed to extend to any instance or to any breach of obligation or condition except in relation to the breach to which the waiver specially relates. Any such waiver will not operate as a general waiver of the benefit of any such obligation or condition nor as a waiver of the future performance or observance of any such obligation or condition. Neither the delivery by the Supplier or the receipt by Spaceframe Buildings Pty Ltd of any goods or services pursuant to this Purchase Order shall be deemed to be a waiver of the performance or observance of any obligation or condition.
10. **REJECTION:** Spaceframe Buildings Pty Ltd reserves the right to reject any goods provided by the Supplier, which do not comply with the requirements set out in this Purchase Order or which contain defective material or workmanship. Rejected goods shall be removed from Spaceframe Buildings Pty Ltd's site at the expense of the Supplier, including all transportation costs.
11. **WARRANTY:** The Supplier warrants that all goods supplied to Spaceframe Buildings Pty Ltd, pursuant to this Purchase Order are fit for the purpose and use intended and are free from any defects in design and/or material and/or workmanship. The Supplier acknowledges that the Spaceframe Buildings Pty Ltd has purchased the goods included in this Purchase Order, from the Supplier, in reliance on the warranty provided herein.
12. **NO ASSIGNMENT:** The Supplier shall not assign its rights and/or obligations and/or benefits under this Purchase Order, without the written consent of Spaceframe Buildings Pty Ltd.
13. **AMENDMENT:** The Supplier and Spaceframe Buildings Pty Ltd agree that the terms and conditions contained in this Purchase Order shall not be amended by any subsequent correspondence, quote, fax or other communication from the Supplier unless authorised by Spaceframe Buildings Pty Ltd, in writing.
14. **COMPLETE AGREEMENT:** Spaceframe Buildings Pty Ltd and the Supplier agree that the terms and conditions contained in this Purchase Order shall comprise the whole of the agreement between the parties unless otherwise authorised by Spaceframe Buildings Pty Ltd, in writing.