

CONDITIONS OF CONTRACT – GOODS (PERIOD CONTRACT)

If we accept your quotation, the following conditions will apply for the duration of the Contract:

1. You must supply the goods in accordance with the requirements of this Request for Quotation (RFQ).
2. The Contract commences on the date we accept your quotation and continues for the period specified in this RFQ. Goods will be ordered as required.
3. The quantity specified in the RFQ is an estimate only. We are not bound to take the quantities stated and reserve the right to order greater or lesser of the quantities according to our requirements.
4. If in our opinion we have specific requirements that are outside the scope and intent of the Contract, we are free to obtain the requirements or any part of them by other means.
5. Unless stated otherwise prices are fixed and firm and include GST. You must submit tax invoices for the goods supplied.
6. The Contract is governed by the laws of the Northern Territory of Australia.
7. You must comply with requirements of all Acts of the Commonwealth of Australia, Acts of the Northern Territory and all subsidiary legislation.
8. You indemnify us and keep us and our employees or agents indemnified against any legal liability or cost for personal injury to, or death of any person or for damage to any property arising from the supply of the goods under the Contract (except loss or damage caused by any negligent act, omission or default of us or our employees or agents).
9. You indemnify us against any action or expense arising from the existence of any patent, design, trademark, intellectual property rights or copyright or other protected right in connection with the performance of the Contract.
10. You must maintain for the duration of the Contract appropriate insurance cover according to the requirements of this RFQ.
11. We will pay you within thirty (30) days of the latter of certification of satisfactory delivery and receipt of a tax compliant invoice. Failure to pay within 30 days may make us liable for payment of interest.
12. We may withhold payment if the goods supplied are not satisfactory or do not meet the requirements of this RFQ.
13. We may terminate the Contract immediately by written notice if you breach a condition or do not supply the goods to a standard considered satisfactory.
14. All risk to the goods supplied will remain with you until we make payment.