



STANDARD TERMS & CONDITIONS

1. In these terms and conditions: -
 - 1.2 **"Purchaser"** means and includes the company named and described as such on a Purchase Order and any other related corporation as defined in the Companies Code of P & M Quality Smallgoods Pty Ltd (ACN 002 781 142), Hans Continental Smallgoods Pty Ltd (ACN 135 806 683), Luturn Pty Ltd (ACN 088 688 975), or Primo Retail Pty Ltd (ACN 144 761 482).
 - 1.3 **"Supplier"** means the person, person's firm or company to whom this order is addressed and shall include their legal representatives, administrators, successors, sub-contractors and or permitted assignees.
 - 1.4 **"Goods"** means Goods ordered by the Purchaser from the Supplier.
 - 1.5 **"Service"** means the Service described on the Purchase Order to be provided by the Supplier
 - 1.6 **"Contract"** means the Contract constituted by the Suppliers acceptance of a Purchase Order.
2. The order by the Purchaser shall be deemed to be an offer to enter into the Contract only upon the terms and conditions contained herein and any modifications including price increases must be in writing and signed by the Purchaser.
3. The Supplier must supply the Goods under the Purchase Order to the Purchaser:
 - 3.1 within the due date specified in the Purchase Order; or
 - 3.2 promptly if no time, period or date is specified.
 - 3.3 any excessive transportation costs incurred in ensuring timely delivery will be at the Suppliers expense.The Purchaser has the right to rescind or cancel the Contract (or part thereof) if Goods are not delivered by the time specified on the Purchase Order.
4. If the Purchase Order is an order for Goods the Supplier warrants that:
 - 4.1 the Supplier is responsible, at its cost, for the packing and transporting the Goods to the place or places specified in the Purchase Order or otherwise notified.
 - 4.2 Goods shall be delivered to the location stated in the quantities specified on the Purchase Order. Any quantities greater than the amount specified may be returned to the Supplier at the Suppliers expense.
 - 4.3 the Goods must be fit for intended purpose or for which those or similar Goods could reasonably be expected to be required;
 - 4.4 the Goods must be packaged and labelled in accordance with all relevant legal requirements; and
 - 4.5 the Goods must be in accordance with any relevant Australian Standard unless the Purchase Order states otherwise.
 - 4.6 Goods shall conform to their description and any applicable samples or specifications.
 - 4.7 Goods shall be of good merchantable quality.
5. The Supplier must comply with all legal requirements in connection with the supply of the Goods. The Supplier must comply with all duties and obligations under the *Workplace Health and Safety Act of 2004 and the Regulations of July 2007*.
6. The Goods ordered in the Purchase Order will be at the Supplier's risk and liability for any loss or damage until they are delivered to the Purchaser. Title to the Goods passes to the Purchaser when the Purchaser pays for the Goods but reverts to the Supplier if the Purchaser gives the Supplier notice of the rejection of the Goods and the Supplier refunds to the Purchaser any payment made by the Purchaser for the rejected Goods.
7. The Supplier must ensure that all Service ordered in the Purchase Order are, and warrants that those Service will be, supplied:
 - 7.1 promptly and with due care, skill, competence and diligence and in accordance with any relevant Standard; and
 - 7.2 in accordance with all of the Purchaser's reasonable requirements and directions concerning the Service.
8. The Supplier warrants that it has the necessary skills and expertise to be able to competently supply any Service ordered in the Purchase Order and must supply all personnel, premises, plant and equipment necessary for the proper supply of the Service.
9. If the Purchaser reasonably decides that Service supplied by the Supplier are defective, the Purchaser may give the Supplier notice telling the Supplier that the Service were defective and requiring the Supplier to again supply the Service (or the part of the Service which was defective) or rectify the defects in the Service. The Supplier must promptly comply with the notice.
10. The Purchaser is not obliged to pay the Supplier unless and until the Supplier has supplied the ordered Goods or Service in accordance with these terms and conditions and issued to the Purchaser (as described on the Purchase Order) an invoice which:
 - 10.1 is a tax invoice under *A New Tax System (Goods and Services Tax) Act 1999*;
 - 10.2 identifies the Goods or Service for which payment is being invoiced;
 - 10.3 is in an amount specified or calculated as provided by the Purchase Order;
 - 10.4 specifies a correct Purchase Order number;
11. Unless otherwise agreed in writing by the parties, the Purchaser shall pay the Supplier for Goods or Service supplied, at the end of the calendar month following the month in which the Goods or Service were supplied.
12. The Purchaser is not required to pay interest on the amount of an invoice, even if the Purchaser does not pay the invoice on time.
13. The Supplier must not, and must ensure that its employees and agents do not, use or disclose the Purchaser's confidential or technical information that it may derive from the Purchaser without the prior written approval of the Purchaser.
14. The Supplier shall be liable for and shall indemnify and keep indemnified the Purchaser against all legal proceedings, demands, costs, losses (direct, indirect or consequential), damages and expenses which may be sustained by or made against the Purchaser for damage to the property of the Purchaser or any third party or the injury (including death) of any person, whether inside or outside the premises of the Purchaser or whether on property in occupation of the Purchaser or the Supplier or of any other person where such damage or injury is due to any act or omission of the Supplier, its employees, subcontractors or agents.
15. Where there is any settlement of legal proceedings instituted against the Purchaser pursuant to clause 14, the Supplier shall indemnify the Purchaser in relation to the amount of any settlement.
16. The Supplier must hold and maintain adequate insurance with a reputable insurer:-
 - 16.1 against liability for death of or injury to any employee, subcontractor or agent of the Supplier, including liability by statute and at common law, occasioned during performance of the Supplier's obligation under this Contract against liability arising as a result of damage to property or injury (including death) to any person occasioned by the performance of the Services or occasioned by the delivery or the installation of the Goods or the nature of the Goods themselves.
 - 16.2 and shall further maintain any insurance policies reasonably required by the Purchaser.
17. The Supplier must comply with all applicable rules, policies, standards, codes of conduct, directions and procedures notified by the Purchaser whenever, in the course of fulfilling the Purchase Order, the Supplier enters on the Purchaser's premises, uses the Purchaser's facilities, equipment or resources, deals with the Purchaser's employees or other suppliers.
18. The Supplier must hold, maintain, keep current and comply with all conditions of all licenses, consents, approvals and permits which the Supplier needs by law in connection with fulfilling the Purchase Order.
19. **Q-Fever**-The Supplier acknowledges and accepts that in providing its services there may be a risk of the Supplier and its employees, subcontractors or agents of contracting Q-Fever.
20. The Supplier releases and indemnifies the Purchaser from and against all actions, claims, suits, demands, losses obligations, liabilities, damages, costs and expenses incurred or sustained by the Purchaser or any of its subcontractors, agents or employees arising from or in connection with the contraction or alleged contraction of Q-Fever by the Supplier or its employees, subcontractors or agents as a result of providing the Goods or Services to the Purchaser.
21. The Supplier shall not assign or transfer any of its rights and obligations under this Contract without the prior written consent of the Purchaser.
22. Force Majeure
 - 22.1 Neither party shall be responsible for any failure to fulfil obligations imposed under this Contract if completion is delayed, prevented, restricted or interfered with by reason of Force Majeure (which for the purposes of this clause shall mean all causes beyond the reasonable control of either party which could not reasonably have been foreseen).
 - 22.2 If either party invoking Force Majeure shall use diligence in minimizing any loss to the other party.
 - 22.3 If the event which constitutes Force Majeure is in the opinion of either party incapable of resolution then either party may give to the other notice to terminate the Agreement.
 - 22.4 Notice of termination shall become effective 30 days from the date of the notice.
23. Any dispute which arises between the Purchaser and the Supplier concerning the non-performance by either party of its obligations under this Contract shall failing agreement between the parties within fourteen (14) days of the dispute arising be referred for determination to an independent person agreed on between the parties or failing agreement to such arbitrator as is nominated in writing by the institute of Arbitration Australia. The Arbitrator's decision shall be final and binding on the parties.
24. The parties accept the laws of the State of Queensland as the proper law of the Contract and both parties hereby submit to the jurisdiction of the courts of the State of Queensland.