
**CHESTERTON INTERNATIONAL (QLD) PTY LTD –
TERMS & CONDITIONS OF PURCHASE/SERVICE ORDER**

Chesterton International (Qld) Pty Ltd, hereafter referred to as Chesterton International and the supplier agree that the purchaser Order given by Chesterton International to the Supplier is subject to these Terms.

1. Contract

- 1.1 The purchaser Order may be given electronically or by any other form or method.
- 1.2 The Purchase order constitutes an offer by Chesterton International to purchase the Goods an/or Services from the Supplier on these Terms contained in this Purchase Order will prevail excepting Chesterton International and the Supplier have separately agreed in writing to other terms and conditions applying prior to the delivery of this Purchase Order.

In which case those others terms and conditions will prevail over the Terms to the extent of any inconsistency.

- 1.3 The Supplier accepts the Terms if the supplier notifies Chesterton International of its acceptance or if the Supplier performs any part of the Contract.

2. Definitions

The following terms have these meaning unless the context otherwise requires;

“Contract” means this Purchaser order when accepted by the Supplier;

“Delivery” includes any installation;

“Delivery Address” means the address set out in the Purchaser Order to which goods are to be delivered or at which the Services are to be performed;

“Delivery Date” means the date of delivery or supply (as the case may be) set out in the Purchase Order :

“Goods” means the goods (including any instalment or part of the Goods, the packaging and labelling used in relation to the Goods and any point of sale or other publication which accompanies the Goods) set out in the Purchase Order;

“GST” means any goods and services tax imposed by the GST Law.

“GST Exclusive Value” has the same meaning as in the GST Law;

“GST Law” means A New Tax System (Goods and Services Tax) Act 1999 as amended or replace from time to time, and any associated legislation and regulations insofar as they relate GST;

“Chesterton International” means such as Chesterton International and its controlled entities (within the meaning of s50AA of the Corporations Act 2001 (Cth)) as are identified as the acquiring entity in the Purchase Order;

“Materials” means blueprints, drawings, data, samples, other technical information and documentation, computer programs and other confidential information produced as part of the performance of the Services or the existing property of Chesterton International;

“Price” means the price of any Goods and/or Services set out in the Purchase Order;

“Purchase Order” means this purchase/service order including all the details contained in the purchase/service order and these Terms,

“Services” means the services (including any part performance of the Services) set out in the Purchase Order;

“Site” means any location from which Chesterton International carries on business or any Delivery Address location in relation to which Goods or Services are sought under the Contract;

“Supplier” means the entity set out in the Purchase Order as the supplier of the Goods/Services,

“Terms” means these terms and conditions of purchase/service order

3. Price of Goods and Services

- 3.1 The Price is inclusive of all charges for packaging, packing, carriage, insurance, supply and delivery of the Goods and/or Services to the Delivery Address and all applicable taxes, duties and levies (excepting for GST)
- 3.2 Within 30 days after the end of the month in which the invoice in accordance with clause 4.1 is received, Chesterton International will pay (the invoice).
- 3.3 Chesterton International is not obligated to pay an invoice which does not contain the Purchase Order number and the Suppliers ABN, Chesterton International will not pay on statement.

4. Invoicing

- 4.1 The Supplier must invoice Chesterton International only on, or up to 60 days after, delivery or supply of Goods and/or Services. Each invoice and any of the Suppliers other documents must quote the Purchase Order number and the Suppliers ABN.
- 4.2 Items listed on this Purchase Order must be invoiced separately from any other items listed on another purchase order.
- 4.3 Chesterton International may set off any sums owed to Chesterton International by the Supplier against any amounts Chesterton International is due to pay the Supplier.

5. Delivery, Supply and Packaging

- 5.1 The Supplier must deliver or supply Goods and/or Services (as the case may be) at the Delivery Address during Chesterton International's usual business hours by the Delivery Date. Chesterton International may at any time prior to delivery or supply of Goods or Services and at the cost of the Supplier require a different mode of delivery or supply.
- 5.2 Each delivery or supply of Goods and/or Services must be accompanied by a delivery/supply advice slip detailing a description of the Goods and/or Services, the cost per item, total Price and the Purchase Order number.
- 5.3 If Goods and/or Services are to be delivered or supplied by instalments, the Contract formed by acceptance of the Purchase order will be treated as a single contract and not severable.
- 5.4 Where Services are required to be provided or Goods are required to be installed at Chesterton International's premises, the Supplier must at all times comply with all premises requirements (including without limitation hours for access) and minimises the possibility of causing nuisance to any person.
- 5.5 The Supplier must inform Chesterton International in writing immediately if events beyond its control may affect timely delivery or supply of Goods and/or Services or any part thereof, and thereafter Chesterton International may
- (a) temporarily suspend the performance of this Purchase Order as Chesterton International nominates, or
 - (b) Terminate this Purchase Order without any liability on Chesterton International.
- 5.6 The Supplier must inform Chesterton International in writing immediately of any damage to material or property that occurs in connection with delivery or supply of the Goods and Services.

6. Acceptance and Rejection

- 6.1 Chesterton International will not be deemed to have accepted any Goods and/or Services until Chesterton International has had a reasonable time to inspect them following delivery or supply (as the case may be) or within a reasonable time after any latent defect in the Goods and/or Services has become apparent whether or no any part or all of the Price has been paid.
- 6.2 Where the Goods and/or Service are a component of the final product, Chesterton International reserves the right to reject such Goods and/or Services until such time as the final product is complete and accepted by Chesterton International.

7. Risk and Title

Title in the goods passes to Chesterton International on payment for, or acceptance of, the Goods, whichever is earlier, Risk in the goods passes Chesterton International on delivery of the Goods, Where goods are returned by Chesterton International to the Supplier risk in the Goods passes to the Supplier on delivery to the Supplier.

8. Supplier Warranties and Liability

8.1 The Supplier warrants, represents and agrees;

- (a) that the Goods are marked and packed in accordance with Chesterton International's instructions (if any) and any applicable regulations or requirements of the carrier and in the manner necessary to ensure that they reach the Delivery Address in an undamaged condition;
- (b) that the Goods and/or Services:
 - (i) will comply with and will be provided strictly in compliance with the Purchase Order and the statutory requirements and regulations, Australian Standards, Industry codes, Licenses and permits
 - (ii) will comply with:
 - (a) any applicable plans, drawings, data, descriptions, samples or other specifications provided by Chesterton International to the Supplier; and
 - (b) any applicable specifications, drawings, catalogues, illustrations, or other specification contained in any quotation or relevant promotional material of the Supplier or the manufacturer of Such Goods;
 - (c) that the use of the Goods and/or Services by Chesterton International or any other person will not infringe the intellectual property rights of a third party;
 - (d) for the Services, that the Supplier will:
 - (i) Comply with all reasonable directions of Chesterton International's authorized representative in starting, executing or supplying the Services; and
 - (ii) Comply with all relevant Australian standards and industry codes.
- (e) that the warranties that would apply to the Goods and/or Services were they supplied to a consumer pursuant to the Trade Practices Act 1974 (Cth), are deemed to be given to Chesterton International by the Supplier even if the supply under this Contract is not to a consumer within the meaning of the Trade Practices Act.

8.2 The warranties contained in clause 8.1 are in addition to any implied warranties under the Trade Practices Act 1974 (Cth) the Sale of Goods Acts and Fair Trading Acts applicable under relevant State and Territory legislation.

8.3 Any defective goods acquired whether in breach of any warranty or otherwise must be promptly replaced by the Supplier or the Contract may be cancelled by Chesterton International (at the election of Chesterton International) and a refund by the Supplier

9. Insurance

- 9.1 Subject to clause 9.2 the Supplier must effect and maintain with insurers during the terms of this Purchase Order and on terms generally appropriate for the risks associated with the Suppliers business:
- (a) public liability insurance for at least \$20 million and workers compensation legislation in respect of each person employed by the Supplier and ensure any subcontractor complies in respect of its employees in the name of the Supplier: and
 - (b) where Services and supplied, appropriate professional indemnity insurance satisfactory to Chesterton International.
- 9.2 The Supplier must:
- (a) give Chesterton International copies of the certificates of currency or other evidence of compliance as may be requested by Chesterton International for the policies listed in clause 9.1 and
 - (b) notify Chesterton International immediately if an insurance policy required by this clause 9.1 is cancelled or an event occurs which may allow a claim or affect rights under any insurance policy in connection with any Site or property in it.
- 9.3 The Supplier must not do anything which may affect rights under any insurance or which may affect rights under any insurance or which may increase an insurance premium payable in connection with any Site or property in it.

10. Confidentiality

All Materials supplied by Chesterton International to the Supplier or produced as part of the performance of the Services must be kept confidential and secure.

The Supplier must not reproduce copy or deal with the Materials without the prior written consent of Chesterton International and then only for the purpose of complying with the Purchase Order, Property in all Materials belongs at all time to Chesterton International.

The Supplier must return to Chesterton International all Materials upon request and assign all rights (including intellectual property rights) it or any subcontractor to it may have in the Materials to Chesterton International.

11. Cancellation

Chesterton International may, without incurring any liability to the Supplier, cancel all or any part of the Purchase Order by giving notice to the Supplier at any time prior to delivery or supply.

12. Termination

- 12.1 Chesterton International may terminate this Purchase Order.
- (a) for convenience on 1 months written notice (without liability); or

- (b) immediately by giving notice to the Supplier if the Supplier commits a material breach of this Purchase Order or in Chesterton International's opinion, becomes insolvent.

13. General

- 13.1 The Supplier must not assign part of all of this Purchase Order, The Supplier must not use any subcontractors or supplies for supply of the Goods or Services without Chesterton International prior written consent. If the Supplier uses a subcontractor or supplier, the Supplier remains liable for the subcontractor's performance.
- 13.2 The Purchase Order is governed by the laws of the State of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Queensland.

14. GST

- 14.1 The Price and all fees, charges and other amounts referred to in this Contract are based on their GST Exclusive Value.
- 14.2 If any supply under this Contract is a Taxable Supply, the party making the supply may, in addition to any payment for the supply recover the amount of the GST applicable to the supply. Any amount of GST payable for a supply to which it relates.
- 14.3 The party making a Taxable Supply must issue a Tax invoice to the recipient within 28 days making the Taxable Supply.

15. Limitation of Liability

- 15.1 Chesterton International enters into this Contract solely in the capacity of the responsible entity and trustee of the corresponding Scheme or Trust identified in the Purchase Order, as the case may be and in no other capacity.
- 15.2 A liability arising under or in connection with this Contract can be enforced against Chesterton International only to the extent it can be satisfied out of the property of the corresponding Scheme out of which Chesterton International is actually indemnified for the liability.
- 15.3 The limitation of Chesterton International's liability contained in this clause 15 applies notwithstanding any other provisions of this clause and extends to all liabilities and obligations of Chesterton International of Chesterton International in connection with this Contract.
- 15.4 The Supplier may not sue Chesterton International in any capacity other than as responsible entity and trustee of the corresponding Scheme, including seeking the appointment to Chesterton International of a receiver (except in relation to the property of the corresponding Scheme) a liquidator, administrator or any other similar person.
- 15.5 The provisions of this clause 15 will not apply to any liability or obligation of Chesterton International to the extent there is a reduction in extent of its indemnification out of the assets of the corresponding Scheme as a result of the operation of the law or the application of any provision of the corresponding Scheme constitution.

15.6 For the purposes of this clause, a reference to Chesterton International includes the relevant responsible entity and trustee.

16. Compliance with Law

16.1 The Supplier must comply with all laws relating to the Goods or Services supplied under the Contract including (without limitation) environmental laws and occupational health and safety laws.