

W. Simons and Sons (Aust) Pty Ltd

GENERAL CONDITIONS OF PURCHASE

PARTIES:	As used herein the term 'Buyer' means W. Simons & Sons (Aust.) Pty. Ltd., its successors or assigns. The term 'Seller' means the person, firm or corporation to whom this Order is addressed and its successors or assigns.
ORDER:	No order will be recognised unless made on the Buyer's official Purchase Order Form duly signed.
ALTERATION:	The only alteration to this Order which the Buyer will recognise is a change notice on the Buyer's official Order Form signed as above.
FREIGHT:	All goods must be delivered carriage paid at address stated and until delivery, to be Seller's risk in all respects unless arranged otherwise in writing.
INSURANCE:	All goods purchased for delivery at Buyer's risk will be declared under Buyer's open policy with the Buyer's nominated insurance company.
PACKING:	All goods must be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and in accordance with Carrier's requirements. Packing slips, correctly numbered, and with full details of the goods therein must be enclosed in each package or case despatched. Duplicate packing slips to be posted with invoices. No charge is to be made for wrapping, packing, cartons, boxing or crating unless authority for such charge is expressly incorporated in this Order.
SHIPPING DOCUMENTS AND INVOICES:	Original Bills of Lading or Consignment Notes, and all other necessary documents, properly signed by Carrier, must be attached to the Seller's invoice and both mailed to Buyer not later than day after shipment. Invoices must quote order number and packing slip number and are required for each individual order and shipment.
INSPECTION:	All goods will be received subject to the Buyer's inspection and any goods and/or work found not to comply with the specifications or warranty will be held at Seller's risk and expense. Goods found to be faulty may, at the Buyer's discretion, be returned to the Seller and such Seller may be charged transportation costs both ways, together with labour costs involved with handling, re-loading etc.
TIME:	Time shall be the essence of this contract.
DELIVERY:	Delivery must be made in strict accordance with this order or delivery schedule. Any quantities in excess of that specified on order or delivery schedules may be returned at Buyer at Seller's risk and expense. Delivery must be made before 4.00 p.m. unless approved by an authorised officer of the Buyer. Each shipment shall stand as a separate contract.
CANCELLATION:	Buyer may at any time and from time to time by notice to Seller, cancel or modify this order or any part thereof and/or cancel or suspend shipment and/or delivery of any goods and/or work ordered herein. (1) On any default of Seller in making delivery or deliveries as specified herein or in any delivery schedules hereunder. (2) If any goods are not in accordance with specification, drawings or approved samples or in the opinion of the Buyer defective in workmanship or materials. (3) In case of strikes, accidents or other unforeseen contingencies causing stoppage or delay in Buyer's production. This order may also be cancelled by the Buyer in the event of any contract which the Buyer may have entered into, and for the fulfilment of which the goods ordered herein are required, being cancelled or modified, in which event the Seller shall be entitled to claim only actual damage suffered which shall not include loss of profits or any claim for work in progress beyond that necessary to meet scheduled delivery dates, and if such damage cannot be agreed then it shall be ascertained by arbitration in accordance with the 'Arbitration' clause hereof.
PATENT PROTECTION:	By accepting this Order, Seller agrees to indemnify Buyer against all actions, (including costs of defending same) for actual or alleged infringement of any patent or other rights by reason of the sale or use of the articles hereby ordered.
RESTRICTIONS ON SALE:	Seller shall not without the prior written approval of Buyer furnish to any third party any articles for the manufacture of which drawings and/or specifications and/or samples are supplied to Seller by Buyer nor manufacture such articles except for Buyer. This restriction shall continue notwithstanding the termination of this Order.
BUYER'S PROPERTY:	All drawings, samples and specifications supplied by Buyer for this order together with all tools, gauges, dies or patterns supplied or paid for by Buyer shall at all times be and remain the property of Buyer. All jigs, tools, dies, patterns, etc, used by or in connection with the execution of this Order shall become the property of the Buyer and only held on his behalf by the Seller unless otherwise specified in this Order. All of the above items shall be returned to the Buyer on demand and the Seller shall be deemed an insurer thereof and shall at it's own expense return them to the Buyer on such demand or upon termination of this Order.
PUBLICITY:	Seller shall not without the written consent of the Buyer in any manner advertise or publish the fact that Seller has contracted to supply to Buyer the goods or work herein ordered.
PRICES:	Prices stated are understood to be current ruling prices. Any price increase before date of delivery shall only be binding if accepted by Buyer in writing prior to shipment.
WARRANTIES:	The Seller at all times warrants that the goods or work supplied under this Order are of merchantable quality, free from defect in material and workmanship and conform to the specifications provided by the Buyer or to sample or description and are fit and sufficient for the purpose intended. These warranties shall run to the Buyer, his successors, assigns, customers and the users of the Buyer's products. Should all or any of the goods fail to be so true or be defective in materials or workmanship, the Seller shall be responsible for the replacement of same free of cost to the Buyer and in addition shall indemnify the Buyer in respect of all loss, damage, cost and expense arising directly or indirectly from such failure or defect. Seller warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and that Seller has a good and marketable title to the same, and Seller agrees to hold Buyer free and harmless against any and all claimants to said merchandise.
ARBITRATION:	Any dispute arising hereunder shall be referred to a sole arbitrator whose decision shall be final. The arbitrator shall be some disinterested person agreed to by both parties or failing such agreement shall be two such persons to be appointed one by each party. Any disagreement between the arbitrators shall be decided by a mediator appointed by them in writing before entering on the reference. If either party neglects or refuses for 30 days after request in writing from the other to do so to nominate an arbitrator, the arbitrator of the other party shall proceed alone and his award shall be binding on both parties.
SECRECY:	All drawings, data, technical information, etc supplied by the Buyer to the Seller is deemed to be confidential and it is the Seller's responsibility to keep them under strict security and treat them with utmost secrecy and return all such information to the Buyer on completion of the work covered by this Order.
WAIVER:	No provision of this Order either in whole or in part or any default hereunder shall be deemed to have been waived by the Buyer except by writing duly signed by an authorised officer of the Buyer.