

## **CONDITIONS OF ISSUE OF ORDER**

Definitions: Moggill Constructions Pty Ltd (ACN 009 914 541) and Moggill Plant Hire Pty Ltd. (ACN 009 903 495) are both hereinafter referred to as "the Purchaser". The term "Seller" is used herein to mean the Contractor, Subcontract or Supplier to whom this order is issued. The term "Authorising Officer" is used for the persons authorised by the Purchaser to issue company orders.

1. The order form and these conditions together with all documents attached thereto or incorporated therein by reference constitute the entire terms of order.
2. The Seller may not assign this order without the Authorising Officer's prior written consent.
3. No variation as to articles, quantities, dates or conditions set out in this order will be accepted unless authorised in writing by Authorising Officer or their delegate.
4. Work shall be performed and completed in a manner and quality satisfactory to the Authorising Officer or their delegate.
5. The price is firm and not subject to adjustment for rise and fall. Any conditions of sale/quotation included in the Seller's offer are hereby excluded and do not form part of this contract.
6. This order may be cancelled by the Purchaser in the event of the Seller being in breach of this contract or at any time failing, or being, in the opinion of the Purchaser, unable to comply with the terms, conditions or warranties contained in the Seller's representations made previous or subsequent to the purchase. In such an event the Purchaser shall not be liable in any way whatsoever to the Seller.
7. All goods and works are to be supplied/delivered on approval and subject to inspection after supply/delivery. If such goods do not comply with this order or the Seller's representations or warranties expressed or implied by law the Purchaser, in addition to any other rights and remedies, may at any time reject all or any of the goods or works. The Purchaser may retain such goods or works that, in its sole opinion, comply with the terms of the order and may sue for any loss or damage suffered because of the rejected goods or works. The Purchaser shall notify the Seller of any rejected goods or works and the goods or works rejected shall be at the Seller's risk at all times. The seller shall collect and remove such goods or works at the Seller's own expense forthwith on notification.
8. Before commencing work the Seller shall hold covered by insurance those engaged by it on the Contract in accordance with the provisions of the appropriate State Workover / Workers Compensation Act. The Seller shall, on request, provide evidence of such insurance to the Authorising Officer.
9. The Seller must arrange appropriate insurances for their works and supplies sufficient to cover their risk and to hold the Purchaser indemnified for their works and supplies. Any policy excesses will be the responsibility of the Seller.
10. Order numbers and Job codes MUST be quoted on all invoices.
11. Title to intellectual property, patents and documents supplied pursuant to this order shall, immediately upon their creation, vest in the Purchaser.
12. Unless contrary advice is received in writing with 7 days of receipt of this order the foregoing conditions will be deemed to have been accepted by the Seller.