

## STANDARD CONDITIONS OF PURCHASE

### 1. Definitions

**Deliver** means the transfer of the Goods into the physical custody of J.A. Martin Electrical and/or the completion of the Services for JA Martin Electrical, all to the satisfaction of J.A. Martin Electrical, at the location detailed within the Purchase Order.

**Goods** means tangible goods, tangible items, tangible parts, tangible products or tangible benefits to be supplied to J.A. Martin Electrical by the Supplier.

**J.A. Martin Electrical** means J.A. Martin Electrical Pty Ltd (ABN 11 146 308 063)

**Purchase Order** means a document on a J.A. Martin Electrical letterhead explicitly detailed as a Purchase Order, along with any other accompanying or referenced documents. A Purchase Order constitutes the contract between J.A. Martin Electrical and the Supplier for the supply of the Goods and Services by the Supplier, as detailed within that Purchase Order, and includes these Standard Terms & Conditions Of Purchase and any Special Terms & Conditions Of Purchase detailed by J.A. Martin Electrical.

**Service** means design, work, intangible goods, intangible products or intangible benefits to be supplied to J.A. Martin Electrical by the Supplier

**Supplier** means the person or entity providing the Goods or Services to J.A. Martin Electrical in accordance with the Purchase Order.

### 2. Agreement

- The Purchase Order including these Standard Terms & Conditions and any Special Terms & Conditions Of Purchase detailed by J.A. Martin Electrical constitutes the entire agreement between the parties. Any changes or additions to these Standard Terms & Conditions shall be agreed by the parties in writing.
- For the avoidance of doubt, none of the terms and conditions contained in any document or other instrument supplied by or on behalf of the Supplier (including without limiting the foregoing those provided with any invoice or similar document from the Supplier) shall apply to or form part of the contract, except and to the extent otherwise agreed in writing by J.A. Martin Electrical.

### 3. Price

The price payable by J.A. Martin Electrical is fixed and limited to the value detailed in the Purchase Order and is not subject to variation for any rise or fall in costs or exchange rates. The price include all duties, Government taxes and charges, packaging, marking, handling, freight and delivery, insurance and all amounts payable for licensed use, patents, copyright or royalties.

### 4. Payment

- Terms of payment are 62 days from receipt of a correctly rendered tax invoice from the Supplier unless otherwise negotiated.
- J.A. Martin Electrical may deduct from moneys due to the Supplier, any money due from the Supplier to J.A. Martin Electrical, including money owing under any agreement between J.A. Martin Electrical and the Supplier.

### 5. Performance

- The Supplier will deliver the Goods to J.A. Martin Electrical and/or perform the Services as detailed within the Purchase Order. The Supplier will ensure that the Goods and Services comply with all requirements of the Purchase Order. J.A. Martin Electrical may reject Goods and Services that do not comply with the Purchase Order.
- The Supplier will provide the Goods and Services with the due care and skill of a skilled, competent and experienced professional contractor performing similar work to the Supplier in the same industry as the Supplier.
- The Supplier will comply with all reasonable directions given by J.A. Martin Electrical.

- The Supplier will comply with any health, safety and environmental requirements imposed by law, J.A. Martin Electrical or any applicable authorities in providing the Goods and Services.

### 6. Delivery

- The Supplier must Deliver the Goods and Services to J.A. Martin Electrical's nominated store or site location by the delivery date stated on the Purchase Order. Time is of the essence in the performance of the Purchase Order by the Supplier.
- Unless otherwise stated, delivery shall be free-in-store at J.A. Martin Electrical's nominated store or site location. The Supplier shall insure the Goods and Services at all times while risk is with the Supplier. All Goods must be suitably and adequately packed for shipment and marked with the Purchase Order number. Goods will not be accepted by J.A. Martin Electrical unless accompanied by a Delivery Docket or Packing Slip quoting the Purchase Order number.
- If the Supplier becomes aware that it is unable to deliver the Goods and Services by the delivery date stated on the Purchase Order, it must immediately advise J.A. Martin Electrical in writing of the cause and circumstances of the delay, the steps taken by the Supplier to mitigate the delay and the estimated new date of delivery.

### 7. Warranties

- The warranty period in respect of any Goods supplied or Services performed under the Purchase Order commences on the latter of:
  - the day of delivery; or
  - the day of acceptance by J.A. Martin Electrical of the Goods and Services.
- The duration of the warranty period shall be the longer of:
  - 12 months, or
  - the length of the Supplier's or Manufacturer's standard published warranty period.
- The Supplier will replace or make good any defective Goods and Services which are identified within the warranty period, including any re-delivery and incidental costs.

### 8. Inspection

A J.A. Martin Electrical representative may perform inspection of the Goods and Services upon Delivery or during production of the Goods and Services. The Supplier will permit J.A. Martin Electrical representatives full and free access to its premises, work areas and storage locations at all reasonable times for the purposes of quality inspection.

### 9. Quality

All Goods provided under the Purchase Order are to be of merchantable quality and fit for any purpose intended by J.A. Martin Electrical or the end user and are to be supplied in accordance with recognised and relevant Industry and Australian Standards. All Services provided under the purchase order are to be completed to the highest level of workmanship and carried out by suitably qualified personnel with a proven level of competence in the tasks undertaken.

### 10. Assignment and Subcontracting

The Supplier will not assign nor subcontract any part of the Purchase Order without the prior written approval of J.A. Martin Electrical. No assignment or subcontracting will relieve the Supplier of any of its duties or obligations under the Purchase Order or impose any liability upon J.A. Martin Electrical to an assignee or subcontractor.

### 11. Title and Risk

Title to, and risk in, the Goods will vest in the Supplier until delivery and acceptance by J.A. Martin Electrical. Transfer of title will not affect the rights of J.A. Martin Electrical under the Purchase Order. The risk of any loss or damage to the Goods and/or Services, or any part thereof, will remain with the Supplier until delivery and acceptance by J.A. Martin Electrical. The Supplier warrants that Goods and Services provided under the Purchase Order do not infringe any intellectual property rights of a third party.

Newcastle	Hunter Valley	Gunnedah
2 Martin Drive	73 Mt Thorley Rd	22 Mullaley Rd
Tomago, NSW, 2322	Mt Thorley, NSW, 2330	Gunnedah, NSW, 2380
Ph: (02) 4913 7000	Ph: (02) 6574 6733	Ph: (02) 6742 5000
Fax: (02) 4964 8160	Fax: (02) 6574 6752	Fax: (02) 6742 5532

J.A. Martin Electrical Pty Ltd.  
PO Box 126 Beresfield, NSW, 2322  
Electrical Licence No. 231234C  
Master Security Licence No. 410378463  
ABN: 11 146 308 063



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### 12. Notices

Any notice, request or other communication served by the Supplier in relation to the Purchase Order must be in writing and delivered in a timely manner to J.A. Martin Electrical.

### 13. Indemnity & Insurance

- a. The Supplier shall keep J.A. Martin Electrical indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims in relation to death, personal injury, damage to property and consequential loss (including loss of profit) which may arise in connection to a breach of the Purchase Order by the Supplier or wilful misconduct or negligent acts or omissions of the Supplier, unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to a breach of contract or guarantee by, or the negligence of, J.A. Martin Electrical or any of its duly authorised employees or agents.
- b. The Supplier will obtain and maintain:
  - i. public liability insurance for an amount of not less than \$10 million;
  - ii. workers compensation insurance as required by law;
  - iii. motor vehicle, third party, bodily injury and property damage liability insurance for an amount of not less than \$5 million;
  - iv. if applicable, professional indemnity insurance for an amount of not less than \$5 million; and
  - v. any other insurance required by law.
- c. On request by J.A. Martin Electrical, the Supplier must provide certificates of currency for insurance retained in accordance with this agreement. If certificates of currency are not produced within 7 days of request J.A. Martin Electrical may:
  - i. withhold payment to the Supplier; or
  - ii. procure the appropriate insurance policies on behalf of the Supplier and recover the cost of any such insurance as a debt due by the Supplier.

### 14. Cancellation

- a. J.A. Martin Electrical may terminate all or part of the Purchase Order for its convenience with 5 days notice to the Supplier. Upon receipt of the notice the Supplier must stop all work and minimise all costs and expenses. In such cases the Supplier's entitlement to payment shall be limited to the value applicable to any Goods and/or Services delivered and accepted by J.A. Martin Electrical up until the time of the notice.

- b. J.A. Martin Electrical may terminate the Purchase Order immediately if:
  - i. any material breach is made by the Supplier; or
  - ii. the Supplier becomes insolvent or is the subject of administration or liquidation, and J.A. Martin Electrical may seek recovery of all loss and damage incurred; or
  - iii. the Supplier is or becomes unable to deliver the Goods and Services by the delivery date stated on the Purchase OrderIn such cases the Supplier's entitlement to payment shall be limited to the value applicable to any Goods and/or Services delivered and accepted by J.A. Martin Electrical up until that point in time.

### 15. Waiver

A waiver by J.A. Martin Electrical, or the Supplier, in respect of any breach of a condition or provision or right associated with the Purchase Order will not be deemed to be a waiver in respect of any other condition or provision, or of any subsequent breach.

### 16. Applicable Law

The laws of New South Wales, Australia, shall apply to the Purchase Order. The courts of that State shall have non-exclusive jurisdiction to decide any matter arising out of the Purchase Order and these Terms & Conditions.

### 17. Severability

If any provision of these terms and conditions is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

### 18. Confidentiality

The Supplier undertakes to keep the Purchase Order and the associated subject matter confidential, not to disclose it to any personal, directly or indirectly, and not to use such information except for the purpose of supplying the Goods and Services to J.A. Martin Electrical. The Supplier shall not use J.A. Martin Electrical's name or any of the information contained in the Purchase Order for publicity purposes without J.A. Martin Electrical's prior written consent.