



PURCHASING TERMS / SUPPLY AGREEMENT

1. Contract & Parties General Responsibilities

To meet its "Head Contract" obligations The Gardenmakers requires the "Supplier" to provide compliant service/product, as further detailed herein.

The "Supplier" has represented to The Gardenmakers that it has the skill, judgement and resources necessary to provide compliant product, and is highly experienced in supply of product to electrical infrastructure services and related industries. The "Supplier" acknowledges that in entering into this agreement The Gardenmakers has relied upon these representations.

2. Quantities

Final quantities of product ordered by The Gardenmakers for the Head Contract are dependent on conditions and requirements encountered on Site, during construction. Quantities nominated in this Purchase Order / Supply Agreement is estimates only and may be varied at The Gardenmakers' discretion.

The Gardenmakers reserves the right to obtain like product from one or more sources, in the event the "Supplier" is unable to provide product to meet the Head Contract / agreed construction time constraints.

3. Delivery Basis and Order Completion

Unless otherwise stated prices include loading, transport and delivery, "free on ground" to the Site of Works, or to an associated The Gardenmakers compound / storage area, at the direction of The Gardenmakers.

Product lead times will be established on an "item-by-item" basis. The "Supplier" is to notify The Gardenmakers if they are unable to provide either deliveries or quantities as required by Head Contract constraints.

4. Compliance with the Head Contract

Unless The Gardenmakers explicitly advise to the contrary, product is to be manufactured, fabricated / assembled, supplied and delivered in strict accordance with the requirements of the Head Contract Specification, Drawings, all referenced Standards, Codes, applicable Legislation and Conditions of this Purchase Order / Supply Agreement

The Head Contract provisions (in so far as they may be reasonably applied to the manufacture, supply and warranty of product covered by this Agreement) render the "Supplier's" obligations equivalent to those of The Gardenmakers

Head Contract Documents are available for viewing at The Gardenmakers' Head Office and / or on Site. The "Supplier" is responsible to familiarise itself with the Head Contract provisions. Without lessening this responsibility, The Gardenmakers may also provide extracts from or full copies of Head Contract Documents.

5. Discrepancies / Conflicting Requirements

The "Supplier" is to immediately advise The Gardenmakers of any and all discrepancies and / or conflicting requirements imposed by compliance with the Head Contract (refer Point 4. of these Conditions), and / or the application of these Conditions, and which are identified during the manufacture, supply and warranty of product.

6. Indemnification

The "Supplier" hereby indemnifies The Gardenmakers for any and all loss or damage caused by, or arising from the manufacture and / or supply of product which does not conform to the requirements of the Head Contract



7. "Supplier's" Management System(s)

The "Supplier" has represented to The Gardenmakers that the facilities (at which product was or will be manufactured) are subject to "internal" quality assurance; workplace health, safety and rehabilitation plus environmental protection management system(s) at least compliant in scope to those required, under the Head Contract provisions, for the manufacture and supply of product ordered.

Copies of "Supplier" records verifying "internal" inspections and / or tests, material content, personnel qualifications / inductions, safe work practices and / or other management system functions are to be provided to The Gardenmakers; on reasonable request.

The Gardenmakers and its customer reserve the right, given suitable notice, to visit the "Supplier's" offices, and/or facilities for the purpose of inspecting management system procedures, records, and/or for the taking of samples. This provision includes the right to verify that the supplied product/service is conforming.

8. Price Basis. Terms of Payment and Conditions

Prices / unit rates included in this Purchase Order / Supply Agreement are fixed and firm for the duration of the Head Contract.

For product delivered within one month of ordering ... Unless otherwise stated, The Gardenmakers remittance will be made no later than one full month after the last day of the month in which the "Supplier's" invoice is raised (and on the basis invoicing follows associated compliant product delivery) and / or

For product progressively manufactured and delivered over a number of months ... Unless otherwise stated, The Gardenmakers progress payments will be made no later than one full month after the last day of the month in which the "Supplier's" invoice is raised (and on the basis invoicing represents a mutually agreed value of 'work-in-progress' plus reflects the Head Contract valuation parameters)

Conditions other than those prescribed in this Purchase Order / Supply Agreement do not form portion of this Agreement

9. Warranties. Guarantees and Compliance Certificates

The "Supplier" is to prepare and submit to The Gardenmakers, warranties, guarantees and / or compliance certificates in the format required by, and in accordance with the Head Contract provisions.