

TERMS AND CONDITIONS OF PURCHASE

1. Formal acknowledgment and acceptance of this order is required from the supplier in writing within a reasonable time. Delivery of goods and/or services acceptable to us against this order may, at our option, be taken by us as an acknowledgment and acceptance in lieu of formal written acceptance and that the supplier is willing to be bound by these terms and conditions of purchase.
2. A.E.Atherton & Sons Pty Ltd reserves the right to cancel this order or any part of it, in the event of:
 - a) Failure by the supplier to comply with any, or all, of the Terms and Conditions applying to it or our delivery schedules.
 - b) Insolvency on the part of the supplier.
3. Liability will not be accepted by A.E.Atherton & Sons Pty Ltd for goods and/or services delivered or supplied without the issue of this, our only form of the official purchase order.
4. Any increase in the price stated on the official purchase order, or alteration to specification, quantity and/or delivery schedule must be accepted in writing by A.E.Atherton & Sons Pty Ltd prior to delivery.
5. The prices shown on this order are agreed to be held firm for the currency of the order unless a rise and fall variation clause is agreed to and noted on the order.
There must be prior agreement between A.E.Atherton & Sons Pty Ltd and the supplier on the details of the formula to be applied for the calculation or price variations.
6. Unless otherwise stated in writing, all goods and services must conform to our drawings, specifications or approved samples and/or the appropriate Standards Association specifications.
7. As beneficial owner the supplier shall, on completion of this order, assign and deliver to A.E.Atherton & Sons Pty Ltd all manufacturers warranties and guarantees.
8. All tools, dies, patterns, jigs, equipment, drawings, artwork, designs and/or plans in connection with this order which are either provided or paid for by A.E.Atherton & Sons Pty Ltd, shall be our sole property, at our disposal and must not be used without our written authority.
9. All deliveries must be made to the delivery point shown on the purchase order as follows:
 - a) Monday to Friday, except RDO's between the hours of 7.30am-12.00noon and 12.30pm-2.00pm.
 - b) Deliveries to building sites must be carried out by personnel covered by the appropriate unions and awards.
 - c) Deliveries to building sites to be made only after consultation with the originator of the purchase order in order to identify the precise receiving point.
 - d) All items of equipment delivered to a building site must be marked (identified) in accordance with delivery schedules.
10. A detailed delivery docket quoting this order number must be supplied with the goods at the time of delivery, otherwise goods will not be accepted. Subsequent invoices must also quote the order number and A.E.Atherton & Sons Pty Ltd's buyer's name, or they will be referred back to the supplier before payment is authorised.
11. No Liability for payment for any goods or equipment supplied will be accepted by A.E.Atherton & Sons Pty Ltd unless the signature of a responsible person authorised by A.E.Atherton & Sons Pty Ltd is obtained at time of delivery. The signing of any delivery document on behalf of A.E.Atherton & Sons Pty Ltd shall not amount to an acceptance of the quality or quantity of the goods or equipment so supplied.
12. The goods and/or services covered by this order shall be subject to our check and inspection and if found to be not conforming to this order and/or damaged they will, at our option, be subject to return for credit or free replacement at the suppliers expense, or be made good on site without cost to A.E.Atherton & Sons Pty Ltd.
13. All invoices must arrive at the appropriate A.E.Atherton & Sons Pty Ltd branch no later than the 28th day of the month. Failure to do so will delay payment.
14. The supplier shall provide by the date or dates specified all drawings, technical data and operating and maintenance manuals with, and as part of the goods/equipment supplied. A.E.Atherton & Sons Pty Ltd may withhold payment until compliance by the supplier with the requirements of this clause.
15. The supplier shall not assign or sub-let either wholly or in part this order without first obtaining A.E.Atherton & Sons Pty Ltd's permission in writing.
16. Time shall always be of the essence in respect to the delivery of goods/equipment and/or the performance of service. Unless A.E.Atherton & Sons Pty Ltd has agreed in writing to an amended delivery date the supplier shall pay A.E.Atherton & Sons Pty Ltd any damages or excess costs caused by failure to deliver on time, including any incidental or consequential damages required to be paid by A.E.Atherton & Sons Pty Ltd to the Head Contractor or Proprietor due to failure of the supplier to deliver on time in accordance with this order.
17. The supplier hereby indemnifies and will at all times hereinafter, keep A.E.Atherton & Sons Pty Ltd indemnified against all loss, liability, damage, costs, actions, demands and suits of any kind arising out of:
 - a) Any claim with respect to any of the goods/equipment and/or services arising out of any latent or adherent defect in any of the goods/equipment and/or services.
 - b) Any claim for accidental damage, loss, death or injury sustained by any person caused in whole or in part by act or omission by the supplier whilst executing this order or making a delivery.
 - c) Any litigation or arbitration resulting from any claim referred to above.
18. Unless otherwise specifically provided the Supplier warrants that the said goods, equipment or services will conform to the requirements of this order for a period of twelve (12) months commencing from the date of practical completion applicable to the Purchaser under the Main Contract and the Supplier shall promptly correct at no cost to the purchaser all defects occurring within this period.