



McNab Developments (QLD) Pty Ltd

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PURCHASE ORDER

Order To:

BUNNINGS BUILDING SUPPLIES PTY
QUEENSLAND STATE SUPPORT OFFIC
PO BOX 2277
MANSFIELD BC QLD 4122

Phone : 07 3452 5691
Fax : 07 3452 5990
Attn :
Email : creditmajorsqldnt@bunnings.com.au

Order No : 20195004

Raised By : MCNHESTER0

Deliver To:

20195
52 NORTH STREET

GATTON
QLD 4343

Order Date : 27/01/21

Delivery Date : 27/01/21

Pay Terms : 30

Contact :

Comments : BUNNINGS BUILDING SUPPLIES

ITEM	DESCRIPTION	JOB	COST CENTRE	QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	Sundry supplies including Ram Board.	20195	T05 ST	1.00	EACH	500.00	500.00
Total (Excl. GST)							500.00
GST							50.00
TOTAL							550.00

PURCHASE ORDER

(Continued)

McNab

STANDARD CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS:

"Purchase Order" or "Order" means this Purchase Order form incorporating the terms and conditions hereof. "Specified Goods" means the goods and/or services or any part of them the subject of this Order.

2. CONTRACT:

(a) This Purchase Order together with:

- all conditions implied by law (except where inconsistent with the express terms of this Order);
- all representations made by the Seller for the benefit of the Purchaser in relation to the Specified Goods (except where expressly excluded in this Order);
- any documents incorporated by references herein to the extent that they or any part of them is not inconsistent with the express terms of this Order;
- shall contain all the terms and conditions of purchase and sale in relation to the supply of the Specified Goods;

3. QUALITY, QUANTITY, DELIVERY, WARRANTIES:

- (a) The Specified Goods delivered by the Seller shall conform precisely in quality, quantity, specification and description with this Order and any plans or specification provided or nominated by the Purchaser.
- (b) If the Seller shall deliver the wrong numbers or quantity or material of Specified Goods the Purchaser may without prejudice to its other rights accept or reject in part or whole the number or quantity of Specified Goods so delivered and should the purchaser so choose cancel the order. Where Specified Goods are to be returned to the Seller they shall be returned at the Seller's expense ;
- (c) Time of delivery of the Specified Goods if stated in the Order shall be of the essence and in any case shall be delivered to allow the purchaser to maintain the programme ;
The Seller shall ensure that the Specified Goods shall be delivered into the relevant construction site as and where directed by the Purchaser and shall comply with any such direction on the date required for delivery of the Specified Goods (which date may be varied by the Purchaser from time to time in accordance with its construction programme) and its obligation to do so shall continue irrespective of any industrial action or any other reason. If the Seller fails or refuses to perform the obligation strictly as required by the Purchaser in accordance with this condition the Purchaser shall have the right to purchase the Specified Goods from another Seller and shall be entitled to recover all costs and damages suffered by reason of the Seller's breach of this agreement. Wherever a direction may be made by the Purchaser, it may be made by any employee of the Purchaser or a related company of the Purchaser who is at the relevant construction site or otherwise by a director of the Purchaser.
- (d) The Specified Goods shall be new and not second hand unless expressly stated to the contrary in the Order and shall be free from all liens charges and encumbrances of any kind and shall be the property of the Seller .
- (e) The Specified Goods shall comply with the Standards laid down by any Standards Association, Local Authority or any other body or association establishing conditions of quality or merchantability in relation to the Specified Goods .
- (f) All warranties implied at law shall apply to the Specified Goods in addition to any warranty expressly herein contained or to any Manufacturer's warranty as well as warranties and service guarantee stated under the Head contract .
- (g) The Purchaser may vary the Specified Goods to be delivered by notice in writing and the Seller must comply. The purchase price will be varied having regard to the rates referred to in this Purchase Order as assessed by the Purchaser. Such variations shall not relieve the Seller of time of delivery requirements.

4. PRICE:

- (a) All prices stated in this Order are firm and no subject to escalation unless specified in this Order;
- (b) The purchase price stated in this Order is deemed to include the cost of delivery and packaging of the Specified Goods in accordance with the delivery instructions unless expressly stated to the contrary.
- (c) The Seller may make monthly progress claims for items delivered and accepted on site. All claims for payment must be by way of an original written invoice on or before the day of the month nominated by the Purchaser showing the unit price, quantity, date and place of delivery of the Specified Goods and the calculation of any applicable tax.
- (d) The Purchaser must assess each claim for payment having regard to the unit prices stated in this Order and notify the Seller in writing of its assessment. To the extent the assessment is less than that claimed, the claim is disputed. The assessment is provisional only and subject to later adjustment.
- (e) The Purchaser's assessment of each progress claim and payment must be made within 45 days of the nominated date for progress claims.

5. PROPERTY:

Subject always to the Purchaser's right of rejection of the Specified Goods, property in and title to the Specified Goods shall pass to the Purchaser upon delivery or payment whichever is the earlier but risk of loss shall not pass to the Purchaser until written acceptance of the Specified Goods or payment therefore whichever is the earlier.

6. INSPECTION:

- (a) The Purchaser or its designated agent shall have the right of inspection of all work related to the manufacture and/or supply of the Specified Goods.
- (b) Acceptance of Specified Goods by the Purchaser is subject to inspection and testing after delivery and unpacking and if the Specified Goods are to be installed or incorporated into plant or premises subject to inspection and testing following such installation or incorporation.
- (c) In every case inspection and testing must be carried out to the satisfaction of the Purchaser. If in the opinion of the Purchaser the Specified Goods do not comply in any respect with the Purchase Contract the Purchaser may either return or reject the Specified Goods and where goods are returned at the Seller's expense .

7. TECHNICAL DATA:

The Seller shall supply with the Specified Goods all Engineering Technical and other data required for the satisfactory use maintenance repair installation or operation of the Specified Goods .

8. PATENT, TRADE MARK, COPYRIGHT, LICENSES, ETC.:

The Seller warrants to the Purchaser or its successors in interest that the manufacture sale or use of the Specified Goods will not infringe any patent trade mark design or copyright in Australia or elsewhere and the Seller agrees to indemnify the Purchaser and its successors in interest against any liability or damage arising from breach of his warranty or prevention or hindrance of use of the Specified Goods.

9. RIGHTS OF PURCHASER:

- (a) All rights and remedies of the Purchaser contained in this Order are cumulative and in addition to and without prejudice to the rights and remedies of the Purchaser at law.
- (b) In the event of any breach by the Seller of any term or condition of the contract for the Specified Goods and whether such breach be of a material or of a minor nature the Purchaser may at any time thereafter terminate the contract and reject and/or return the Specified Goods or any part of them and recover from the Seller its costs and damages including consequential damages if any sustained by the Purchaser.
- (c) If the Seller commits an act of bankruptcy or becomes bankrupt or assigns his estate for the benefit of his creditors or being a corporation is insolvent or goes into liquidation or has a Receiver, Official Manager or Provisional Liquidator appointed of its affairs or enters into a Deed of Arrangement or Composition with its creditors then this Order may at the option of the Purchaser be cancelled by the Purchaser free of claim of the Seller .
- (d) As a separate and independent right, the Purchaser may at any time in its sole discretion cancel the contract for the Specified Goods and shall pay to the Seller actual costs incurred by the Seller in respect to the Specified Goods to the date of cancellation and upon such payment title to and property in any material in or completed Specified Goods shall pass to the Purchaser.

10. WAIVER:

Failure by the Purchaser to insist upon strict performance of any term or condition of this Order shall not be deemed a waiver thereof or of any rights the Purchaser may have and shall not be deemed a waiver of any subsequent breach of any term or condition.

11. INTERPRETATION:

- (a) The Purchase Contract is to be interpreted in accordance with the laws of the State in which the Purchaser signs the Order.
- (b) If any term or condition or any part thereof of this Order shall be void for any reason then such term or condition shall be struck out and this Order shall take effect as though such term or condition had never appeared herein .

12. The clauses in this Purchase Order take precedence over any terms and conditions contained in the Seller's quotation.

13. The National Code of Practice for the Construction Industry (the Code) and the Australian Government Industry Guidelines for the National Code of Practice for the Construction Industry (Industry Guidelines), revised September 2005, apply to the project. By agreeing to undertake the works, you will be taken to have read and to agree with the Code and Industry Guidelines.