

RCQ PROJECTS PTY LTD

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PURCHASE ORDER No. RC5-521-3826

THIS PURCHASE ORDER NUMBER **MUST** APPEAR ON ALL RELEVANT DELIVERY DOCKETS AND TAX INVOICES OR PAYMENT MAY BE DELAYED

PROJECT NO. RC5-521
PROJECT NAME KIRWAN AMBULANCE STATION

SUPPLIER: THE GOOD GUYS

GOO001

Shop 11, Building C, Domain Central
Duckworth Street, Garbutt
QLD 4814

ATTENTION: Deanne Yorkston

P. 07 4759 6719
F.

M. Not Applicable
E. Deanneyorkston050@thegoodguys.com.au

Item	Part Number	Qty	Description	Amount
Supply and Deliver White Goods for Kirwan Ambulance Station				
1.	WBE4504SC-R	2	Whitehouse S/Steel Fridge R/H Open	1,967.26
2.	WVE614SC	1	Westinghouse S/Steel Oven	563.63
3.	WHC642BC	1	Westinghouse Ceramic Cooktop	412.72
4.	WRR604SB	1	Westinghouse Slide Out Rangehood	127.27
5.	NN-ST67JSQPQ	2	Panasonic 32 Litre S/Steel Microwave	600.00
6.	Delivery	1	Box Drop Delivery	50.00

**NOTE: PROOF OF INSURANCE COVERS FOR PUBLIC LIABILITY
AND WORK COVER WILL BE REQUIRED BEFORE ANY
WORK IS PERFORMED ON SITE**

Total \$ 3,720.88

**Add GST where
applicable**

CONDITIONS OF PURCHASE: PLEASE SEE ATTACHED.

DELIVERY DETAILS

DELIVERY DATE: 10/09/2020
DELIVER TO: RCQ Site Office 5 Bass Street Kirwan QLD 4817
DELIVERY INSTRUCTIONS: Liaise with Lloyd Miller
RCQ CONTACT: Lloyd Miller M. 0400 312 876

REFERENCED DOCUMENTS

1. The Good Guys Quote Kirwan QAS 08/06/2020

SPECIAL CONDITIONS

1. All deliveries to have a delivery docket and to be signed by an RCQ staff member

APPROVED ON BEHALF OF RCQ:

Melissa Parsons
SIGNED

22/06/2020
DATED

RCQ Terms and Conditions for Supply of Goods and Services

1 The parties

The parties to this contract are RCQ Projects Pty Ltd (**RCQ**) and the person to whom the purchase order is addressed (**Supplier**).

2 The contract

2.1 This contract (**contract**) is comprised of:

- (a) the purchase order;
- (b) these terms and conditions for supply of goods and services;
- (c) The content of all documents referred to in the purchase order; and
- (d) all representations of the suitability and performance of the goods and/or services made by the Supplier in its offer, any correspondence from the Supplier (or its representatives) or any material provided by the Supplier relating to the goods and/or services.

2.2 The following are excluded from this contract:

- (a) All terms and conditions of supply proposed by the Supplier; and
- (b) All conditions, limitations of liability, reservations, qualifications or the like stated in the Supplier's offer or in any material published Supplier relating to the goods and/or services.

3 Main obligations

The Supplier must supply the goods and/or services and RCQ must pay the price, as stated in the purchase order, in accordance with this contract.

4 The price and payment

The prices stated in the purchase order are fixed and are subject to adjustment only in accordance with this contract.

RCQ must pay the price at the times stated in the purchase order but only if the Supplier first gives RCQ a valid tax invoice for the amount payable in accordance with this contract (**payment claim**).

The Supplier must deliver a payment claim to RCQ on the 5th day of the month stating the goods and services delivered to RCQ by the last business day of the previous month (**reference date**).

If RCQ disputes the amount claimed by the Supplier in the payment claim it must, within 15 business days after receiving the payment claim, issue a payment schedule to the Supplier stating the amount scheduled for payment and the reasons for any difference. Within 5 business days of receiving the payment schedule the Supplier shall issue to RCQ a tax adjustment note to reflect the scheduled amount.

RCQ shall pay the Supplier the amount certified by RCQ within 25 business days from receipt of the payment claim on or after the reference date in accordance with this clause (**payment terms**).

Unless the purchase order specifically and clearly states a different reference dates or payment terms then the provisions in this clause shall prevail.

5 Goods

The Supplier warrants that it will supply and deliver the goods strictly in accordance with the following:

- (a) This contract;
- (b) The Supplier's offer (to the extent only the offer is consistent with this contract and excluding terms and conditions in the offer);
- (c) Any description, product information or sample of the goods the Supplier has given to RCQ;
- (d) Any legislative requirement applicable to the goods or this contract including for non-conforming building products under Part 6AA of the *Queensland Building and Construction Commission Act 1991* (Qld) (**QBCC Act**); and
- (e) All standards, codes, guidelines applicable to the goods supplied.

Unless stated otherwise, the Supplier must also supply any ancillary goods,

whether expressly stated in its offer or this contract, which are commonly

included with goods of a similar nature to the goods.

Title in the goods passes to RCQ on delivery of the goods. The supplier remains liable for the suitability, quality and performance of the goods despite RCQ's acceptance of the goods to effect delivery.

6 Services

The Supplier warrants that it will perform the services in strict accordance with this contract and the supplier's offer (only to the extent the offer is consistent with this contract) and to a standard required by law or generally applicable standard for the performance of those services.

7 Technical data and certificates

The Supplier must deliver to RCQ all technical data and engineering certificates stated in the purchase or required to comply with any statutory requirements (including for the certification of the project) for which the goods and/or services are supplied.

8 RCQ's instructions and changes

RCQ may vary the supply of goods and/or services including delivery date(s).

The Supplier must comply with RCQ's written instructions in respect of the supply of goods and/or services under this contract.

If the Supplier considers an instruction from RCQ constitutes a change to the scope of the Supplier's obligations under this contract, the Supplier shall notify RCQ, in writing, within 3 business days of receiving RCQ's instruction detailing the effect of the variation including all costs.

RCQ and the Supplier shall agree the reasonable change to the price or any date for performance. If the parties cannot agree within 10 business days after RCQ's instruction, RCQ will determine the effect of the change and notify the Supplier of that determination.

9 Intellectual Property (IP) and confidentiality

The Supplier warrants to RCQ that it owns, or has sufficient rights to, the IP in the design of the goods or in the services to discharge its obligations under this contract.

The Supplier grants RCQ a perpetual, royalty free and transferable licence to use the IP in the goods and/or services for the purposes for which they are supplied.

The Supplier must keep confidential all material given to it by RCQ related to this contract, except where that material is already in the public domain or the Supplier is required by law to disclose that material to a third party.

10 Statutory requirements (including health, safety & environment)

The Supplier must comply with all statutory requirements relating to the

performance of its obligations under this contract, including giving all required notices, payment of applicable statutory fees and charges, obtaining and maintaining all necessary licences and accreditations, etc.

If the Supplier must deliver the goods to or perform any services on RCQ's site, the Supplier:

- (a) must comply with all health, safety and environmental (**HSE**) legislative requirements, RCQ's HSE requirements, site management plans and all instructions by RCQ in relation to HSE compliance; and
- (b) indemnifies RCQ against any liability incurred by RCQ arising out of, or connected to, any breach of any statutory requirement caused or contributed to by the Supplier, their employees, contractors or agents.

11 Defects

The Supplier must continually identify and rectify all defects in the goods or services and either promptly repair or replace any goods so that they comply with this contract.

RCQ may instruct the Supplier to rectify a defect, or replace any goods within a specified time (or in a reasonable time if no time is specified). If the Supplier does not comply with that instruction, RCQ may engage others to rectify the defect and the rectification cost will be a debt owed by the Supplier to RCQ.

12 Indemnity

The Supplier indemnifies RCQ against any liability or damages suffered by RCQ arising out of any damage to the goods before title passes to RCQ or damage to any property caused or contributed to by the Supplier (including the Supplier's employees, contractors and agents) or for injury to any person caused by the goods, the delivery of the goods or damage or injury arising out of or in connection with the performance of the services except to the extent that RCQ has contributed to the liability or damages suffered by RCQ.

13 Insurances

The Supplier must effect and maintain insurance policies, each in an amount sufficient to cover the Supplier's potential liability under this contract, for public liability insurance, any specific insurance policies stated in the purchase order and, unless stated otherwise in the purchase order, transit insurance for the goods and product liability insurance.

If requested by RCQ, the Supplier must satisfy RCQ of the sufficiency and currency of all insurance coverage during the period that the Supplier may be liable.

14 Default and determination

RCQ may terminate this contract by written notice to the Supplier, if:

- (a) the Supplier becomes insolvent, is wound up, enters into any arrangement with creditors, fails to pay any judgment entered against it within 7 days, has a bankruptcy petition presented against it or fails to pay any of its debts when they fall due;
- (b) the Supplier is otherwise in default of this contract; or
- (c) for any other reason including for convenience.

If this contract is terminated by RCQ under subclause 14(c), the Supplier shall be paid for all goods and/or services completed to the date of termination and any actual and direct costs of goods reasonably procured by the Supplier for the performance of the Contract which cannot be returned and/or refunded (subject to clear title passing to RCQ upon payment).

15 Notices

All notices under this contract shall be given in writing by hand delivery, post, facsimile or email.

16 Dispute resolution

Disputes or differences arising between RCQ and the Supplier shall be notified in writing and a conference shall be held between senior representatives from each party to make a reasonable attempt to resolve the dispute.

If the dispute is not resolved within 14 days of giving a notice of dispute, the parties agree that the dispute may be referred to mediation conducted in Brisbane in accordance with the Resolution Institute Mediation Rules and the cost of the mediator is to be shared equally by the parties.

In the event the dispute is not resolved within 42 days from being referred to mediation the party is entitled to commence legal proceedings.

Notwithstanding the existence of any dispute between RCQ and the Supplier, the parties must continue to perform and comply with the contract.

17 Applicable law

Unless otherwise specified, the laws applicable in Queensland govern this contract. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

18 Definitions

The following terms and expressions in this contract have the stated meanings: **business day** means any day that is not a Saturday, Sunday, a public holiday or 27 to 31 December of any year.

deliver means hand over to, at the place specified in the purchase order, and signed acceptance of the goods by an RCQ employee (or a representative with written authorisation to accept delivery) at that place and delivery has a comparable meaning.

goods means the materials, plant, equipment or other supplies stated in the purchase order.

price means the price, exclusive of GST, payable by RCQ as stated in the purchase order.

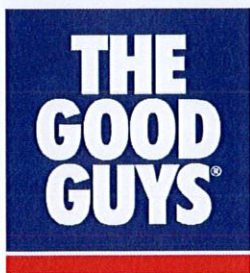
purchase order means the document RCQ has issued to the Supplier stating the details and particulars referred to in these terms and conditions.

services means the services expressly stated in the purchase order together with any services that are necessary to perform those services and any services associated with the supply of goods.

tax invoice means an invoice that complies with *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

19 Special Conditions

Any special conditions applying under this contract are stated or referred to in the purchase order.



QUOTATION

The Good Guys Discount Warehouses Australia P/L
Shop 11, Building C
Domain Central, Duckworth Street
Garbutt QLD 4814

07 47596716

Contact: DEANNE YORKSTON

deanneYorkston050@thegoodguys.com.au

Quotation Date: 8th JUNE, 2020

Customer Name RCQ CONSTRUCTIONS

Address: ATT: MELLISSA

Phone:

E-mail:

Fax:

QUOTE : KIRWAN QAS

Description	Units	Cost Per Unit EX GST		Amount
WESTINGHOUSE WBE4504SC-R 453L S/STEEL FRIDGE R/H OPEN	2	\$	983.63	\$ 1,967.26
WESTINGHOUSE WVE614SC S/STEEL OVEN	1	\$	563.63	\$ 563.63
WESTINGHOUSE WHC642BC CERAMIC COOKTOP	1	\$	412.72	\$ 412.72
WESTINGHOUSE WRR604SB SLIDE OUT RANGEHOOD	1	\$	127.27	\$ 127.27
PANASONIC NN-ST67JSQPQ 32 LITRE S/STEEL MICROWAVE	2	\$	300.00	\$ 600.00
BOX DROP DELIVERY	1	\$	50.00	\$ 50.00
Quotation Subtotal				\$ 3,720.88
GST				10.00%
				372.09
TOTAL				\$ 4,092.97

This quotation is valid for 60 days.

From: [Mellissa Parsons](#)
To: [Deanne Yorkston](#)
Cc: [Daniel Ogden](#); [Lloyd Miller](#); [Jimmy Murray](#)
Subject: KIRWAN | White Goods Order
Date: Monday, 22 June 2020 3:17:01 PM
Attachments: [image005.png](#)
[image009.png](#)
[image013.png](#)
[image015.png](#)
[image018.png](#)
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[RCQlogo_d039a935-3f1d-4532-80a4-3227b78e5fd9.png](#)
[RC5-521-3826.pdf](#)

Good afternoon Deanne

We would like to congratulate you on winning the Whitegoods Package for the Kirwan Ambulance Station

Please find attached the Purchase Order for the items

Please note:

- 1) Invoice is to be made out to RCQ Projects Pty Ltd
- 2) Delivery docket with delivery and to be signed by RCQ Staff Member
- 3) Ensure that orders are placed for items to be locked in and confirm this to us
- 4) Delivery is programmed for 10/09/2020
- 5) Liaise with Lloyd Miller our Site Manager on Kirwan (0400 312 876)
- 6) Obtain all other warranties and have them sent through to go into the manuals as well

Welcome aboard, any questions please don't hesitate to give us a call in the meantime, I will touch base closer to time to see how you are traveling with our order

Thanks
Mellissa

MELLISSA PARSONS

Project Administrative Assistant

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SUNSHINE COAST | BRISBANE | TOWNSVILLE | QBCC 15028054

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