

SUPPLIER AGREEMENT

BETWEEN

PERIGON PTY LTD
ABN 37 146 665 401

AND

PRYSMIAN AUSTRALIA PTY LTD
ABN 36 096 594 080

REF: SA-PMA3047-PRYSMIAN

PROJECT: Midtown Centre

PURCHASE ORDER NO: 307911 REV 1 [07.01.2020]

DATE: 06/01/2020

****Both parties are to initial each page & execute below****

SIGNED FOR: PERIGON PTY LTD

NAME: Tom Luke

SIGNATURE: 

DATE: 15-01-2020.

SIGNED FOR: PRYSMIAN AUSTRALIA PTY LTD

NAME: Mikir Desai

SIGNATURE:

DATE:

- a) These conditions cannot be changed unless prior approval is granted in writing by a Director of Perigon.
- b) This agreement is entered into subject to the following Terms & Conditions of Purchase Order Number 307911 between Prysmian Australia Pty Ltd & Perigon Pty Ltd in accordance with the attached Standard Perigon Terms & Conditions [3.0]
- c) All documents are mutually exclusive to each other. In the case of any ambiguity, the most onerous will apply.
- d) The Supplier represents to Perigon Pty Ltd that it has the requisite skill, experience, ability and available resources to execute the works described in Schedule 2 – Special Conditions in accordance with:
 - (i) this agreement; and
 - (ii) the National Code of Practice for the Construction Industry

1. Suitability of Materials for Purpose

In accepting this agreement, the Supplier acknowledges having considered the nature and location of the Works and warrants that the materials to be supplied for the Works will be suitable for the purpose in the particular circumstances of the Works, manufactured strictly in accordance with agreed specifications as stated under Schedule 1"

2. Indemnity re Damages

Each party shall indemnify the other party (including but not limited to the other parties officers, employees, contractors and agents) against all losses, damages, costs or expenses which the other party directly incurs or may incur as a direct result of and to the extent of any act, omission, negligence or breach of this Agreement by the indemnifying party in connection with or arising out of the performance of the services. Each party's obligation to indemnify shall not extend to include any indirect or consequential loss. In any circumstances, the liability of indemnification under this clause shall not exceed 10% of the value of the affected Works.

3. Quality of Materials

If the materials supplied by the Supplier is not in accordance with all particulars in Schedule 1 & Schedule 2, Perigon Pty Ltd may instruct the Supplier to remove and/or execute and/or replace any part of the materials. The Supplier shall, at no charge to Perigon Pty Ltd, comply with any such instruction. Perigon will not accept delivery of any damaged materials.

4. Damage to Site

~~The Supplier accepts that any damage caused to other trades works or materials on site, will be the responsible supplier's duty to rectify after notifying Perigon Management. These repairs will be carried out at no cost to Perigon or the Principal Contractor and must be completed within a reasonable timeframe.~~

5. Induction & Client Requirements

The Supplier must adhere to all Client inductions (online and site) if required for deliveries at no extra cost to the Purchase Order value. Perigon must be contacted upon arrival to site as per Purchase Order contact or contact details otherwise provided throughout the project.

6. Limitation of Liability.

Perigon acknowledges that it is Perigon's obligation to provide the Supplier with proposed delivery schedule for each Order, upon the Supplier's agreement on the proposed delivery schedule, the Supplier agrees to endeavour to complete the work contained in the Order by the agreed delivery schedule. Upon it becoming apparent that the Supplier will be delayed in completing the work contain in this Order the Supplier shall immediately advise Perigon in writing as to the cause of the delay. the Supplier may be liable for penalty if the delivery is not achieved within 7 days of agreed date due to the Supplier's default at the rate of \$2000 per week. however, in no circumstances will the Supplier's liability under this clause exceed 10% of the value of the delayed work.

SCHEDULE 1 – Documentation

Documentation:

Midtown Cable control sheet [07.01.2020].xlsx

Specification:

- Cables to supplied in accordance with cable schedule

Sample Submissions/Approved Specifications:

Correspondence:

- RFQ – final email (16/12/2019).
- Letter of intent issued - email (18/12/2019)
- Confirmation of receipt – email (18/12/2019).
- Confirmation of pricing held – email (06/01/2020).
- Perigon T&Cs sent – email (06/01/2020)

1.1	Description of Works:	Scope of Works - Refer to Schedule 2
1.2	Date for Practical Completion:	As per program – approx. June 2021
1.3	Subcontract Sum (excluding GST):	\$761,675.96
	GST:	\$76,167.66
	Total:	\$837,843.62

SCHEDULE 2 – Special Conditions

1. Perigon Pty Ltd reserves the right at its absolute discretion to reject the supplier including retraction of this document should it be financially disadvantaged as a result of misleading information supplied by the supplier / subcontractor or from modifications that may be required from the acceptance process by the Client, their representatives, the Consulting Engineers and Perigon Pty Ltd.
2. Perigon request technical data sheets of all cable types for review. This order cannot proceed without formal approval / acceptance of technical data information.
3. Pricing is to be fixed for the project duration. Perigon Pty Ltd right to vary quantities as required for the duration of the project.
4. Allowance for deliveries to site Brisbane CBD as requested. Deliveries shall be scheduled to suit construction programming as advised by Perigon. No freight costs are to be incurred.
5. Prysmian acknowledge that cables are to be cut to lengths as required and drummed accordingly. No costs are to be incurred for cutting / drumming.
6. Drums are to be labelled according to Perigon cable schedule – labels to include (Company name, Cable number, Cable size and type, cable length).
7. Cables are to be capped to prevent moisture ingress.

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8. Final lengths shall be advised following site measurement (lengths shown – tolerance +/- 15%)
 9. Your Company will be responsible for providing quality assurance, Green Star documentation as requested in a timely manner and to the approval of Perigon Pty Ltd and our Client.
 10. Deliveries are to be performed in accordance with the Perigon's requests and in a way not to delay any other services or trades or cause disruption to the client. The dates of supply may vary from time to time due to the nature of this project.
 11. Samples, testing, certification, warranty, etc. to be included and supplied for our approval in an acceptable format and to the approval of our Client, their representatives, the Consulting Engineers and Perigon Pty Ltd.
 12. Your pricing is to include all items required to complete the works, be it specified or not and to be performed to the satisfaction of our Client, their representatives, the Consulting Engineers and Perigon Pty Ltd.
 13. The Supplier is not permitted to relay any information to any stakeholder without prior written permission from Perigon. Any deviation from this will be considered a serious breach of contract.
 14. The supplier is required to provide a schedule of rates for the following items for the duration of the project for approval by Perigon with no rise and fall of pricing, unless otherwise nominated these Special Conditions.

SCHEDULE 3 – Commercial Clarifications.

ITEM NO.	ITEM/CLAUSE	TERMS/CLAUSES	ENTITY	DATE	CLARIFICATION	STATUS (OPEN / CLOSED)
1	Project Midtown Centre – Supplier Agreement	1	Prysmian	13/01/20	Delete "suitable for the purpose in the particular circumstances of the Works" and replace with "manufactured strictly in accordance with agreed specifications as stated under Schedule 1"	CLOSED Document amended / agreed
2	Project Midtown Centre – Supplier Agreement	2	Prysmian	13/01/20	at the end of this clause, add in a sentence to read as: "in any circumstances, the liability of indemnification under this clause shall not exceed 10% of the value of the affected Works."	CLOSED Document amended / agreed
3	Project Midtown Centre – Supplier Agreement	4	Prysmian	13/01/20	Clause to be marked as "Not Applicable" as the Supplier only supplies the cable, no on-site work will be involved.	CLOSED Document amended / agreed
4	Perigon - Standard Terms & Conditions	6	Prysmian	13/01/20	delete the last sentence "the Supplier may be liable for penalty if the delivery date is not achieved due to the Supplier's default". Also, Prysmian request for a 30 days' grace period to rectify any delay.	CLOSED This document amended – refer clause #6
5	Perigon - Standard Terms & Conditions	8	Prysmian	13/01/20	at the end of this clause, insert a sentence to read as "to the fullest extent permitted by law, in no circumstances shall the Supplier be liable to Perigon and its customers for any loss of profit, loss of revenue, loss of data, loss of use, loss of opportunity, loss of anticipated savings, loss of goodwill or reputation, or any indirect, consequential, exemplary, punitive or special losses. The Supplier's total cumulative liability shall be limited to the price specified in the Order".	CLOSED Agreed
6	Perigon - Standard Terms & Conditions	22, 23, 28.3	Prysmian	13/01/20	These clauses shall be marked as "not applicable" as the Supplier only supplies the cables and no on-site work shall be involved	CLOSED Agreed


15-01-2020.