

PERIGON

ELECTRICAL/COMMUNICATIONS ENGINEERS AND CONTRACTORS

ABN: 37 146 665 401

Licence No: 72763

PERIGON PTY LTD

Head Office:

Unit 1, 105 Freight Street

P: 1300 PERIGON

E-mail: admin@perigon.com.au

SUPPLIER AGREEMENT

BETWEEN

PERIGON PTY LTD
ABN 37 146 665 401

AND

HAYMANS (BRISBANE AIRPORT)
ABN 13 003 762 641

REF: SA-PMA3047-HAYMANS(A1/A2)

PROJECT: Midtown Centre

PURCHASE ORDER NO: 307866 **DATE:** 19/12/2019

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

SIGNED FOR: PERIGON PTY LTD

NAME: Tom Luke

SIGNATURE: 

DATE: 7-01-20

SIGNED FOR: HAYMANS

NAME: Dave Monaghan

SIGNATURE: 

DATE: 19/12/19

- 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 307866 between Haymans & 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.

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.

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.

SCHEDULE 1 – Documentation

Documentation:

Perigon sample submission documentation and fitting data sheets type A1 & A2.
Refer data files attached;

Type A1

- 1.-A1-96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP
- 2.-96648502---ROYAL-PANEL-LED-2700-840-12X3-HF-LIF-FP,IES
- 3.-96648502---ROYAL-PANEL-LED-2700-840-12X3-HF-LIF-FP
- 4.-BL181012007-9-LM-79-test-report-ref-96648502-ROYAL-PANEL-LED-2700-840-12X3-...
- 5.-96648503-Lifud-driver-data-sheet
- 6.-L80-Life-prediction-data-sheet
- 7.-Warranty-statement
- 8.-RCM-Doc-THORN-ROYAL-PANEL
- A1-Midtown-sample-register

1/105 Freight Street
Lytton QLD 4178
Phone: (07) 3893 1597
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Work Item: 96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP

Submitted: 2019-06-01 13:30 Revision: 1: PER-2019-01-1 Type: A1 Lighting Sample

General Information: [Details]

Item	Item Name	Item Date	Due Date	Actual Date	Category	Attachment	Comments
1	96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP	2019-06-01	2019-06-01	2019-06-01	Lighting	96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP	

GENERAL INFORMATION

Title: 96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP

Item Name: 96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP

Item Date: 2019-06-01

Due Date: 2019-06-01

Actual Date: 2019-06-01

Category: Lighting

Attachment: 96648503---ROYAL-PANEL-LED2700-840-12X3-HFIX-LIF-FP

Comments:

Submitted: 2019-06-01 13:30

Revision: 1: PER-2019-01-1

Type: A1 Lighting Sample

General Information: [Details]

- 1.-A2-96648515-ROYAL-PANEL-LED1500-840-6X3-HFIX-LIF-FP
- 2.-96648514---ROYAL-PANEL-LED1500-840-6X3-HF-LIF-FP.IES
- 3.-96648514---ROYAL-PANEL-LED1500-840-6X3-HF-LIF-FP
- 4.-BL181022003-9-LM-79-test-report-ref-96648514-ROYAL-PANEL-LED-1500-840-6X3-HF-LIF-FP
- 5.-96648515-Lifud-ballast-driver-data-sheet
- 6.-L80-Life-prediction-data-sheet
- 7.-Warranty-statement
- 8.-RCM-Doc-THORN-ROYAL-PANEL
- A2-Midtown-sample-register

[illegible]

SUPPLIER AGREEMENT

1.1 Description of Works: Scope of Works - Refer to Schedule 2

1.2 Date for Practical Completion:

1.3 Subcontract Sum (excluding GST): \$329,799.88
GST: \$32,979.99
Total: \$362,779.86

TYPE	QTY	PART NO.	DESCRIPTION	Price \$	Total Gst \$	Total Ex Gst \$
A1	3479	THN96648543 + DALI DRV	ROYAL PANEL LED2700-840 12X3 HFIX ROYAL-PAN 840 6x6 MPO CON ROYAL-DRV LF-DALI 2700 600mA CON FP	\$ 56.67	\$ 23,193.33	\$ 231,033.33
A1/FRAME	54	THN96648974	PLASTER FRAME 1200 X 300	\$ 35.00	\$ 189.00	\$ 1,890.00
A2	1211	ZIM96648546 + DALI DRV	ROYAL PANEL LED1500-840 6X3 HFIX ROYAL-PAN 840 6x3 MPO CON ROYAL-DRV LF-DALI 1500 350mA CON FP	\$ 64.76	\$ 7,842.67	\$ 78,426.67
A2/FRAME	51	THN96648976	PLASTER FRAME 600 X 300	\$ 28.00	\$ 1,428.00	\$ 1,428.00
INSTALL OF F&P	4690	ZIMSPEC02636	Installation of Customers F&P	\$ 3.44	\$ 1,612.19	\$ 16,121.88
		NOTE	THIS PRICE ACCOUNTS FOR 5 YEARS PARTS AND LABOUR WARRANTY FROM PC DATE (JUNE 2021)			
				TOTAL EX GST	\$	329,799.88
				TOTAL GST	\$	32,979.99
				TOTAL INC. GST	\$	362,779.86

SCHEDULE 2 – Special Conditions

1. 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.
2. 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.
3. Luminaire parts and labour warranty – 5 years from project completion. – June 2021
4. Luminaires are to be delivered complete fitted with 5 pin flex and plug which shall be free issued.
5. All deliveries shall be orchestrated by Perigon project manager or site manager.
6. Luminaire deliveries shall be scheduled in accordance with builders programming requirements.
7. Confirmation of receipt of delivery must be signed off by Perigon site representative, confirming.
 - a. Quantum of goods being delivered.
 - b. Quality (defect free) of goods being delivered.
8. No unscheduled deliveries will be accepted.
9. No 'off site' payments permitted.
10. All fittings must comply with Australian standards.
11. As this is a design and construct project fitting quantities are indicative.
12. Hayman's are to provide actual lead time for luminaires within 14 days of receipt of this order.
13. Fittings which are no longer required shall not be requested to be delivered, as such Perigon will not accept restocking or associated fees. (provided enough notice of change is given by Perigon)

Haymans Responses:

- 9: Haymans will need sufficient notice to push back the delivery schedule with the manufacturer if there is a delay. We won't be able to hold over a number of months un-invoiced for scheduled deliveries.
- 13: Thorn will be reasonable. Notice required will be 6-8 weeks before the scheduled delivery to ensure the Driver and Dali lead are not wired.