

SeaRoad Holdings: CONDITIONS OF PURCHASE [03/2007]

1. "Supplier" means any party providing any goods ("Goods") and/or services ("Services") to SeaRoad Holdings Pty Ltd ABN 16 123 749 655 trading as SeaRoad Holdings ("SeaRoad").
2. All Orders placed by SeaRoad shall be deemed to include these Conditions unless otherwise expressly agreed in writing.
3. Each Order will be the sole contract between SeaRoad and the Supplier and will be deemed to expressly cancel, waive and exclude any conditions or terms in any Supplier offer or documentation unless otherwise expressly agreed in writing.
4. The Supplier agrees that all Goods, Services, materials and workmanship shall be in conformity with the applicable SeaRoad Order, with industry best practice and shall be suitable for the purpose intended, of merchantable quality, free from any defects and in conformity with all applicable industry, national and International laws and Standards.
5. Stamp Duty, GST or any other taxes, duties or fees shall be deemed included in the prices agreed.
6. Supply of Goods and Services on time shall be of essence. If supply or delivery of any part of any Goods or Services is likely to be delayed, the Supplier shall immediately give written notice to SeaRoad specifying all causes of such delay and a probable date for supply or delivery. If SeaRoad is of the opinion that delay is likely to substantially affect any obligations of SeaRoad to any third party, SeaRoad may at its option cancel any part of any Order, without liability and without prejudice to any rights it has against the Supplier.
7. All goods delivered must be accompanied by a delivery slip and SeaRoad shall have no liability to pay unless the delivery slip is signed for by its authorised representative and provided to SeaRoad with invoice.
8. Title in Goods will pass to SeaRoad on delivery but the Goods shall be at the sole risk and responsibility of the Supplier until inspection and/or testing and are signed for in acceptance by SeaRoad and SeaRoad shall have the right to compensation from the Supplier if Goods do not comply with any Order or these Conditions. Any such Goods may be returned to the Supplier for full credit or replacement at the option of SeaRoad and at the Supplier's risk and expense.
9. Payment for any Goods or Services shall not of itself constitute acceptance.
10. Packings, packing cases, drums, pallets etc will not be paid for unless otherwise agreed in writing.
11. The Supplier shall procure payment of such wage rates and allowances and the observation and performance of such terms and conditions as shall apply from time to time to any party engaged in any part of any Order and whether by virtue of any Award or Industrial Agreement or any statutory or other legal obligation or otherwise.
12. If any variation of Order by SeaRoad results in an increase or decrease in the price to be paid of the time or date for supply or delivery, a reasonable adjustment to the price, time or date shall be made.
13. If the Supplier:-
 - (i) defaults in the performance or observance of any of the provisions of any Order; or
 - (ii) assigns or sub-lets any part of its obligations under any Order; or
 - (iii) being an individual becomes insolvent or commits an act of bankruptcy or enters into any arrangements or compositions with his creditors or being a Company, goes into liquidation, enters into any scheme or arrangement, is placed under official management, or has a receiver, manager or administrator appointed over the whole or any part of its undertaking or calls any meeting of its creditors or suspends or appears to have suspended payment of any of its debts;SeaRoad may by notice in writing cancel any part of any of any Order and any loss or expense suffered or incurred by SeaRoad as a consequence of such cancellation may be recovered from the Supplier as liquidated damages.
14. The parties agree that the SeaRoad standard Terms and Conditions of Trade (03/2007) will apply to all dealings between them where the Supplier is a Customer of SeaRoad and the Supplier agrees to ensure that in meeting any Order, the Supplier does not expose SeaRoad to any risk or liability to any Customer or SeaRoad as a result.
15. These Conditions and all rights and obligations of the parties hereto shall be determined according to the laws nominated by SeaRoad and be heard and determined in the appropriate Court nominated by SeaRoad.
16. The Supplier warrants and agrees that
 - (i) all Goods and Services will meet all applicable Occupational Health and Safety ("OHS") Standards and will comply with all relevant OHS laws, regulations and guidelines: and
 - (ii) all personnel engaged in any part of the services or supply of any part of goods will be fully and properly trained to do so and hold all necessary permits, licences, certification and/or approvals required by any OHS standard. Law. Regulation or guideline as well as all applicable industry, National and International Standards.