

STANDARD CONDITIONS OF PURCHASE

1. BUYER All references to BUYER under these Standard Conditions of Purchase shall always be defined as IHI Engineering Australia Pty. Ltd. The Australian Business Number of the buyer is 25 000 945 504.
2. PACKING LIST All goods must be accompanied by the Packing List/Delivery Docket on which this Purchase Order Number, Project Identification and Seller's Name are clearly shown.
3. DELIVERY The BUYER, shall have the right to cancel this Purchase Order in whole or in part should delivery not be effected at the place and (if specified) within the time shown on the face hereof.
4. QUANTITY Correct quantities shown on the face of this Purchase Order shall be supplied. No quantities in excess will be accepted by the Buyer unless agreed to in writing before delivery and any unauthorised excess will be liable to rejection at the Seller's expense.
5. CONDITION OF GOODS All goods supplied and all services rendered must correspond in all respects with the description of order stated on the face hereof. Goods must be to the entire satisfaction and approval of the Buyer and/or Buyer's authorised Inspector prior to or on arrival at the delivery point specified on the face hereof.
6. INSURANCE The BUYER, requires that the Seller must insure the Buyer's interest in the goods whilst in transit from the Seller's loading point to the Buyer's specified delivery point as stated on the face hereof. The BUYER, shall not be responsible nor reimburse the Seller for any costs involved in the premium paid for any such insurance, unless the goods are quoted and cost of the insurance premium is stated on the face hereof.
7. REJECTED GOODS Such goods will be returned at the Seller's expense. Any item received damaged will not be accepted and will be returned at the Seller's expense for replacement without charge or credit at the Buyer's election.
8. ACCOUNTANCY All Invoices, Advance Notes, release Notes and other correspondence relating to this Order must show the Purchase Order Number and Project Identification as printed on the face hereof and the Buyer's address at which the goods have been or will be delivered or at which the services requested have been or will be performed. Invoices and the like which do not quote the above Purchase Order Identification shall be returned to the Seller for insertion of the required information.
9. ADVERTISING Seller will not without the prior written consent of the BUYER, advertise or announce or allow to be advertised or announced that the goods or services as described on the face hereof have been or will be supplied or rendered to the BUYER, their agents or their clients.
10. PATENTS Seller guarantees that the goods supplied and/or the services rendered comply in all respects with the requirements of any patent, trade mark or registered design and are useable by the BUYER, without restrictions in any form in connection with its operations and activities in any part of the work and the Seller further undertakes to indemnify the Buyer from and against all liability, claims, demand, action costs and damages arising out of or in connection with any infringement or alleged infringement.
11. CANCELLATION Should the Seller fail to comply with any of these Standard Conditions, or any conditions on the face hereof the Purchase Order may be cancelled by the Buyer or their representatives immediately upon notice to the Seller in writing of such cancellation.
12. INSPECTION All goods are subject to the BUYER's and their client's Inspection requirements.
13. PRICES All prices quoted on the face hereof shall be firm and shall not be subject to any rise and fall adjustments whatsoever.
14. TAX INVOICE Seller shall supply Valid Tax Invoice to the BUYER and will show GST separately.
15. PAYMENT All payments will be made in accordance with the Purchase Order value, plus GST, where applicable.
16. PAYMENT TERMS Thirty (30) days from date of receipt of Sellers Tax Invoice received at our North Sydney office unless otherwise specified.
17. RISK OF LOSS Delivery shall not be deemed to be completed until all the goods described on the face hereof have been actually received and accepted by the Buyer or their representatives at the delivery point specified on the face hereof.
18. PACKING AND ADDRESSING OF GOODS All goods described on the face hereof shall be suitably packed and correctly addressed ,including Purchase Order Number to ensure that the goods arrive at the delivery point in good order and condition.