

**CONSTRUCTION BY DESIGN (COMM) PTY LTD**

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LEVEL 2, SUITE 04, 241 CASTLEREAGH ST  
SYDNEY NSW 2000

CONSTRUCTIONBYDESIGN.COM.AU

Attn: Dominic Trimarchi  
All Doors (NSW) Pty Ltd**PURCHASE ORDER**

ABN: 96 128 338 643

**Purchase Order #:** CBD003394  
**Date:** 18/02/2022  
**Job #:** 000228  
**Job Name:** GUCCI Sydney Airport Defit**Delivery Date:** 21/02/2022  
**Deliver To:** T1 International  
Sydney Airport (International),  
Sydney, New South Wales, 2000,  
Australia**Your Ref No:****Delivery Instructions:** Deliveries to be co-ordinated with Site  
Manager (Anthony - 0420 222 487) at  
least one working day before

Please contact Anthony on Arrival

Please ensure you have a valid PHYSICAL  
copy of drivers licence with you. No digital  
copies will be accepted.

Description	Qty	Measure	Unit Price	Line Total
Remove existing roller shutter (which has been welded to structural steel shopfront posts) and allow to store with tenancy for future use	1	Each	\$1,500.00	\$1,500.00

<b>Subtotal</b>	\$1,500.00
<b>Sales Tax</b>	\$150.00
<b>Total</b>	\$1,650.00

**Project Contact**  
Jeremy Ghattas**Mobile**  
+61 423 576 622**Email**  
jeremy@constructionbydesign.com.au**Site Contact****Mobile****Email****Accounts Contact**

Email invoice to accounts@constructionbydesign.com.au

Attention: Jeremy Ghattas

Reference our Purchase Order number on your invoice(s). No PO, No Payment

**Note(s):**

It is the contractor's responsibility to remove all their own rubbish from site on a weekly basis or as requested by our Project and/or Site Manager.

It is the contractor's responsibility to check all measurements and scopes to ensure the appropriate allowances have been made. No variations will be accepted if there is a miscalculation in measurements or if there is an item that the contractor is not sure about. CBD will not accept this.

## Terms and Conditions

*These terms and conditions (T&C) apply to and form part of all purchase orders (PO) issued by Construction By Design Pty Ltd (the Company) for the purchase of goods and/or services (G&S).*

### Essential Terms

1. The PO contains essential terms of which the supplier of the G&S (the Seller) must comply. Failure to comply with any essential term will be treated as a default of the Seller's obligations to the Company. The essential terms of this PO are:
  - a. The PO shall be deemed to be accepted by the Seller unless the contrary intention is advised by the Seller to the Company within seven days of the date of the PO.
  - b. Prices detailed in the PO include all taxes, charges, delivery and GST, and shall not be increased, unless otherwise agreed in writing by the Company.
  - c. Where the Seller supplies goods, the goods shall:
    - i. be of good and merchantable quality;
    - ii. be fit in every way for the purpose for which they are intended;
    - iii. if purchased after the review of a sample, comply in all respects with the sample and shall not incorporate any modification or variation without express written approval from the Company;
    - iv. be of a good and proper standard of workmanship;
    - v. be manufactured using only the best quality material; and
    - vi. comply with the Trade Practices Act 1974 (Cth) and the respective State or Territory legislation and/or regulation which relate to product standards and safety.
  - d. The goods supplied by the Seller must be suitably packed and prepared for shipment so as to be secure against damage. If the goods are damaged, the cost of the damage and/or repair to the goods shall be borne by the Seller. If a breach of any essential provision occurs, the Seller will be in default of the PO and the Company can take the steps described in the terms and conditions to remedy the default.
2. To the extent the Seller's terms and conditions are supplied with the G&S (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this PO, even where executed by the Company.
3. Where this PO relates to G&S the subject of a contract between the Seller and the Company, the terms of that contract apply to the extent of any inconsistency with these T&C.
4. The Seller must, in supplying and/or performing the G&S:
  - a. (a) not interfere with the activities of any person at the delivery address.
  - b. not interfere with the Company's activities;
  - c. where services are being performed by the Seller, keep the delivery address clean at all times and clean up the delivery address on completion of the services;
  - d. comply with, and ensure its employees, contractor's and agents comply with:
    - i. relevant laws;
    - ii. applicable site standards, procedures, and safety requirements; and
    - iii. directions, orders and variations provided by the Company or the Company's representative or any person authorised to give directions to the Seller;
  - e. ensure that the Seller's agents, employees and contractors perform the G&S in a safe manner and are properly qualified and skilled to perform the G&S so as not to prejudice:
    - i. safe working methods and practices; (ii) care and safety of the property; and (iii) the continuity of work.

### Delivery of Goods

5. The Seller must deliver the G&S to the delivery address by the delivery date.
6. The delivery must be marked with the PO number, destination, item number, contents, quality, date and method of dispatch and weight of each package.

### Title, Risk & Insurance

7. Title in the goods passes to the Company upon final payment of the Price or installation of the goods.
8. Risk in the goods passes to the Company when the goods are delivered to the delivery address.
9. Where requested by the Company, the Seller shall pay for and maintain workers compensation, workers compensation top up, common law and public risk and public liability insurances in amounts not less than as required by the Company. Unless otherwise stated, the minimum cover for public liability insurance is \$10,000,000.00.
10. Where requested by the Company, the Seller shall produce evidence of the relevant insurances prior to commencement of the G&S.

### Provision of Services

11. The Seller must perform the services by the date set out in the PO.

### Payment

12. The Company will pay the Seller the Price for the G&S within 30 days from receipt of a tax invoice or on the last day of the month following receipt of the invoice, whichever time expires later.
13. The PO is inclusive of GST and all costs incurred by the Seller in the supply of the G&S including all charges for packing, insurance and delivery of the goods and the costs of any items used or supplied in the performance of the Services.
14. Where the PO is based on an hourly or other measured rate, rates are to be recorded at the end of each working day and signed off by a representative of the Company.
15. Where there is a discrepancy in the hours worked or any other measured rate, the Company reserves the right to determine the amount of the claim based on the Company's rates or measurement.

### GST

16. Where GST is imposed on the G&S supplied by the Seller under this PO, the Seller may recover from the Company, in addition to the Price and after the provision of a tax invoice, an amount equal to the GST payable in respect of that supply.

### Defects

17. The Company may, withhold payment to the Seller where, in the Company's opinion, the work contains defects.
18. The defect liability period commences on the completion date for a period of 12 months.
19. Within the 12 month defect liability period, the Seller must rectify, at its own expense, any defective work, failing which the Company will rectify at the Seller's expense.

### Default

20. Where the Seller defaults, the Company in its absolute discretion may:
  - a. where the goods are defective in material, function design or workmanship, the Company shall have the right to notify the Seller and either:
    - i. carry out necessary repairs to the goods to correct such defect; or
    - ii. return the goods to the Seller for a credit, repair or replacement; with the cost of repairs or return to be borne by the Seller.
  - b. if the G&S are not delivered within the time specified, elect to cancel the PO.
  - c. if the G&S fail to meet the standards required by the Company as stated in clause 1, the Company shall, in addition to other available remedies, have entitlement:
    - i. to cancel the balance of the PO;
    - ii. cancel any other POs not yet supplied; and

- iii. be compensated by the Seller for any costs and losses incurred by the Company or the Company's Client.
- d. call on the indemnity provided by the Seller to the Company. (e) exercise its right to damages and any other remedies available at law.

**Warranties and Indemnities**

- 21. The Seller warrants to the Company that the Seller:
  - a. at all times is suitably qualified and experienced and shall exercise due skill, care and diligence in the execution of and completion of the supply of or performance of the G&S;
  - b. shall execute and complete the G&S so that the G&S when completed shall:
    - i. be fit for purpose; and
    - ii. comply with all requirements of the PO;
    - iii. comply with all requirements of any other agreement entered into by the Seller and the Company; and
    - iv. comply with all legislative requirements.
- 22. The Seller hereby indemnifies the Company against all claims, losses or damages which are made against or incurred by the Company as a result of interference, disruption or delay caused by the Seller. All such claims, losses or damages shall be a debt payable by the Seller to the Company against which the Seller may deduct from monies due or to be due to the Company.
- 23. The Seller shall also indemnify the Company against—
  - a. loss of or damage to property of the Company or the Company's Client, including existing property in or upon which the G&S are being carried out;
  - b. any actual or threatened infringement of a third party's industrial and/or intellectual property rights relating to the goods;
  - c. the Company breaching contracts or arrangements it has entered into in reliance upon the acknowledgement and acceptance of the Seller, where the Seller, for whatever reason, fails to comply with the availability or delivery conditions of the PO; and
  - d. claims by any person against the Company's Client or the Company in respect of personal injury or death or loss of or damage to any property, arising out of or as a consequence of the carrying out by the Seller of the G&S, but the Seller's liability to indemnify the Company shall be reduced proportionally to the extent that the act or omission of the Company contributed to the loss, damage, death or injury.

**No Relationship with Company's client**

- 24. The Seller acknowledges it has no relationship with the Company's client
  - a. The Seller acknowledges that it will not, in any circumstances whatsoever, claim to be the client of the Company's client nor shall it advertise or talk about the G&S with any person other than the Builder.
  - b. The Seller acknowledges that the G&S are performed for the Company and the Seller has No Claim whatsoever against the Company's client.
  - c. The Seller undertakes not to, at any time before, during or after the completion of the G&S, contact the Company's client.
  - d. All claims for payment are to be directed to the Company. Any attempt to claim payment from the Company's client will be treated as a default under the PO.
  - e. If the Seller contacts the Company's client without the written permission of the Seller, this will be treated as a default under the PO and may give rise to the PO being terminated and damages being claimed by the Company.

**Guarantees**

- 25. Upon request by the Company, the Seller must provide, within five (5) days of the request, the Company with:

- a. references from former employers;
- b. credit checks; and
- c. personal guarantees.

**Seller to inform itself**

- 26. The Company shall not be responsible for, and the Seller shall have No Claim against the Company where:
  - a. the Seller has failed to familiarise itself with the site;
  - b. the Seller has relied upon the drawings or documented finish details without making enquiries;
  - c. the Seller has not taken its own site measurements; and
  - d. the Seller has failed to attend the site prior to commencement of the G&S to have a full understanding of:
    - i. site access;
    - ii. safety;
    - iii. the scope of works; and/or
    - iv. the required finishes against existing finishes.

**Termination**

- 27. The PO may be cancelled by the Company at any time where the Seller fails to or is unable to comply with any of these T&Cs, expressed or implied in relation to the G&S.
- 28. The Company may, in its absolute discretion, terminate the PO at any time.
- 29. The Company may terminate the PO after the provision of written notice to the Seller if:
  - a. a receiver, official receiver, liquidator, provisional liquidator, official manager, agent, receiver and manager or similar officer is appointed, or an application is made to a court for the appointment of such a person;
  - b. the Seller enters into or resolves to enter into a scheme of arrangement or composition with or assignment for the benefit of its creditors or it proposes a reorganization, moratorium or other administration involving its creditors or resolves to wind itself up or otherwise dissolve itself or give notice of intention so to resolve;
  - c. the Seller is presumed to be insolvent within the meaning of the Corporations Act, 2001;
  - d. without the prior written consent of the Company, ceases to carry on its business or threatens to do so; or
  - e. the business of the Seller is sold or otherwise comes under the control of any person other than the Seller or is purported to be sold, mortgaged or otherwise alienated or encumbered.
- 30. If the Company terminates, the Company will pay the cost of the G&S completed up to the date of termination plus reasonable demobilisation costs less any amounts due by the Seller to the Company.
- 31. In this PO:
  - a. "Company's client" means the company which the Company has an agreement to perform services.
  - b. "Company's representative" means a person appointed by the Company to represent their interests.
  - c. "delivery address" means the place for delivery specified in the PO
  - d. "delivery date" means the delivery date specified in the PO or if no date specified the date agreed between the Seller and the Company.
  - e. "G&S" means the goods and/or services as the case may be.
  - f. "goods" means the goods, if any described in the PO.
  - g. "No Claim" means no claim for any monies or for any adjustment to the PO price or for any or for any extension of time or for costs, expenses, or loss or damage on any basis whatsoever including, without limitation, no claim:
    - i. pursuant to contract;
    - ii. in tort (including negligence);
    - iii. on a quantum meruit;

- iv. pursuant to quasi contract;
  - v. for unjust enrichment; or
  - vi. (without limitation) pursuant to any other principal of law or equity.
- h. "purchase order" means the purchase order for goods and/or services which has been issued by the Company to the Seller.
- i. "price" means the price set out in the PO.
  - ii. "services" means the provision of the services, if any, described in the PO.
- i. "Site" means the place where the services will be performed