Purchase Order

Prayosha Australia Limited

ABN 52 642 160 272
40 Eleanor Street,
Rosehill, NSW 2142
T: 02 9760 2277

Date Created: 25-09-2023

Purchase Order # P050

Vendor Details
All Doors (NSW) Pty Ltd
ABN 96 128 338 643
PO Box 132
LEPPINGTON NSW 2179

Job Address
BAPS Hindu Mandir
230-242 Aldington Road
Kemps Creek NSW 2178

Item	Description	Qty	Unit	Rate	Amount
PRELIMINARIES					
1.	Prep WHS Documentation / Pre-Start Job Set Up / Site Establishment	1	No.	INCL	INCL
BASEMENT ROLLER DOOR SOUTHERN RAMP					
2.	Supply & Fit 2450H x 7150W 75mm Slat, KE 40.40FI, Logics & Safety Brake, Slotted, Standard P/Coat, 2 x 300 Posts x 3500H P/coated to match	1	No.	$15,500.00	$15,500.00
3.	Shutters to be fitted with RHS Posts	1	No.	INCL	INCL
4.	Shutters to be fitted with Exit Loops (1) for auto exit on approach	1	No.	$1,350.00	$1,350.00
5.	1 x 500mm High Head Panel to Suit	1	No.	INCL	INCL
BASEMENT ROLLER DOOR NORTHERN RAMP					
6.	Supply & Fit 2450H x 7050W 75mm Slat, KE 40.40FI, Logics & Safety Brake, Slotted, Standard P/Coat, 2 x 300 Posts x 3500H P/coated to match	1	No.	$14,260.00	$14,260.00
7.	Shutters to be fitted with RHS Posts	1	No.	INCL	INCL
8.	Shutters to be fitted with Exit Loops (1) for auto exit on approach	1	No.	$1,350.00	$1,350.00
KITCHEN / CAFÉ SERVERY ROLLER SHUTTER GRID Bb along Grid 14C & 15					
9.	1 x 36mm Extruded Shutter to Suit 1500H x 2700W in Standard Range of Pre Powder-Coated Colors with Manual Operation and Key Locking Includes Canopy	1	No.	$2,930.00	$2,930.00
COMPLIANCE / HANDOVER DOCUMENTATION					
10.	12 Month System Certification	1	No.	INCL	INCL
11.	Site & System Specific Operator Manual	1	No.	INCL	INCL
12.	Provide Product Details and Installation information for the Installed System	1	No.	INCL	INCL
				Subtotal (exl GST)	$35,390.00
				GST	$3,539.00
				Subtotal Incl GST	$38,929.00

Additional Notes:

Site Contact: Brendan Wood
Site No: 0435 545 941

Refer to attached Terms and Conditions.

Purchase Order Terms and Conditions

1. The Purchaser herein referred to shall mean **Prayosha Australia Limited (ABN: 52 642 160 272)**, its agents, successors, and assigns. The Supplier herein referred to shall mean the person, firm, or company to whom this order is addressed and their personal representatives, executors, administrators, successors and permitted assigns.

2. **Commencement and Delivery:** The Supplier must supply the goods or materials ("**the Products**") strictly in accordance with the terms and conditions specified in the Purchase Order by the Delivery Date set out in the Purchase Order, or any other date notified by the Purchaser to the Supplier in writing.
A delivery docket quoting the number or quantity of the Products must accompany each delivery or consignment of Products and must be displayed prominently.

3. **Quality of Products:** The Supplier warrants to the Purchaser that the Products:

(a) are new.
(b) are of good and merchantable quality.
(c) are free of defects or faults in composition and manufacture.
(d) conforms with the conditions of the Purchase Order.
(e) conforms with all laws and the requirements of all relevant Australian Standards and the Building Code of Australia.
(f) are fit for their intended purpose; and
(g) will not infringe any patent, copyright, design, trademark or other intellectual property right of any other person.

The Purchaser may, in its sole discretion upon inspection, after the delivery of the Products, reject all or part of the Products in the event that it is of the view that the Products, or any part thereof, do not comply with the requirements set out in this clause 3. In the event that the Products are rejected, the purchaser shall have the right to either return the Products to the Supplier or take appropriate steps to enable the Products to comply.
The Supplier indemnifies the Purchaser in respect of all loss, damage, costs and expenses suffered or incurred as a consequence of any breach of this warranty or any warranties implied by law.

4. **Title in Products:** The Supplier warrants that it has clear title in the Products.
Subject to clause 3, upon delivery by the Supplier to the Purchaser of the Products, all right, title and interest in the Products shall vest with the Purchaser.

5. **Price and Payment:**

(a) Simultaneously upon the Supplier delivering the Products in accordance with the terms and conditions specified in the Purchase Order, the Supplier shall deliver a tax invoice, sent via email to BAPSinvoices@vertexgroupsaus.com, compliant with Goods and Services Tax legislation in New South Wales, as amended from time to time (**Tax Invoice**);
(b) Subject to clause 3, within 30 business days after receipt of the Tax Invoice, the Purchaser shall pay the Tax Invoice
(c) The Supplier shall not increase the price of the Products without the express written consent of the Purchaser, nor shall the price of the Products be subject to rise and fall; and
(d) Upon receipt of payment by the Purchaser of any Tax Invoice given by the Supplier, the Supplier releases and discharges the Contractor from any claim arising out of, or incidental to, any Products which are subject of that Tax Invoice.

6. **Agreement Documents:**

(a) The Agreement consists of the following documents:
  (i) Purchase Order:
  (ii) Terms and Conditions.
(b) The Agreement embodies the entire agreement entered into between the parties and supersedes all previous agreements between them relating to the subject matter of the Agreement.
(c) If the Supplier finds any discrepancy, error or ambiguity in or between the documents comprising the Agreement, the Supplier must forthwith inform the Purchaser and follow the instructions given by the Purchaser.

7. **Risk:** The Supplier bears all risk in respect of the Products until it has delivered the Products, and the Purchaser has accepted after inspection, or has paid for the Products, in accordance with the Purchaser Order.

8. **Site Access:** The Purchaser shall provide the Supplier with access only to the parts of the Site or the nominated address which are required for the delivery of the Products.

9. **Indemnity:** The Supplier shall forever indemnify the Purchaser, its servants, employees and agents against any claims, expenses, demands, suits, actions, damages, and costs that the Purchaser or its servants, employees or agents sustain or incur as a result of, whether directly or indirectly arising out of, or in connection with, or as a consequence of, the provision by the Supplier of the Products.

10. **Notices:** Any notice (and other documents) shall be given if addressed and delivered personally or by post, fax, or email to the Purchaser.

11. **Default:** If the Supplier is not progressing the supply of Products at a rate or manner in which is satisfactory to the Purchaser or fails to comply with any of its obligations under the Agreement, then the Purchaser may notify the Supplier that the Agreement is terminated.

12. **Termination for Convenience:**

(a) The Purchaser may at any time, for its sole convenience, terminate the Agreement by notifying the Supplier in writing
(b) If the Purchaser issues such a notice, the Supplier must cease delivery of the Products in accordance with the notice, comply with any directions given by the Purchaser and mitigate all costs (including the cost of compliance with any directions by the Purchaser) and losses arising out of or in connection with the termination, including those arising from any affected suppliers it may have entered into; and
(c) The Purchaser will only be liable for payments to the Supplier for Products supplied in accordance with the Agreement before the date of the termination notice.

13. **Applicable Law:** The law governing this Agreement, its interpretation and construction is the law of New South Wales. The parties hereto submit to the jurisdiction of the Courts of that State and of any appellate Court.