A&A Building Services Pty Ltd

PURCHASE ORDER - Automated Roller Door

DATE: 27/06/2024

TO:

Company: All Doors (NSW) Pty Ltd
Address: PO Box 132, Leppington NSW 2179, Australia
Contact: Gemma
Phone: 0417 975 669
ABN: 96 128 338 643

PROJECT NAME: Bankstown McDonald's

SITE ADDRESS: 37 Rickard Rd, Bankstown NSW 2200

DESCRIPTION OF WORKS / GOODS TO BE SUPPLIED	QUANTITY	UNIT PRICE	SUB TOTAL
Description			
Supply and install automated Roller Door to be powdercoated in Monument.	1	$ 3,221.00	$ 3,221.00
		SUBTOTAL	$ 3,221.00
		GST	$ 322.10
		TOTAL	**$ 3,543.10**

PAYMENT TERMS:

Submission of Claims - On or Before 25th of Month
Date for Payment - 30th of Following Month if Claim Received Prior to 25th

PURCHASE ORDER TERMS:

AUTHORISED BY:

Jackson White

Jackson White

Name

Project Manager

PURCHASE ORDER
TERMS & CONDITIONS

1. Goods supplied or work carried out in respect of this order shall, in all respect be in accordance with the details and conditions of this order and the entire satisfaction of the purchaser and shall fully comply with any relevant statutory requirements or Australian standards as well as particular specifications, drawings or plans (as outlined in the order or as provided by the purchaser to the seller).
2. Upon acceptance of this order the contract so formed, unless otherwise expressly stated, shall be a firm lump sum and shall not be varied.
3. Unless otherwise expressly stated no charges shall be made by the seller for any cartage, packaging or protection of the goods.
4. If the seller supplies goods and materials or works in response to this order, then the seller agrees that the applicable terms and conditions in this order override any conditions contained in the sellers estimate, quotation or any other documentation subsequently issued by the seller.
5. Any goods supplied or works carried out which are not in accordance with these conditions or are defective in any way as determined by the purchaser, shall be removed and replaced by the seller at the sellers expense. The seller indemnifies and will keep indemnified the purchaser against any claim, loss, expense or liability arising either directly or indirectly from such occurrence.
6. All goods must be supplied with a delivery docket. No responsibility will be accepted by the purchaser for any materials unless delivery dockets have been signed off by an accredited representative. Although signed for, the purchaser reserves the right of rejection of any materials which are not in accordance with any of the terms, conditions or warranties under the agreement between the purchaser and the seller.
7. Unless so specified within this order the contract so formed is not assignable by the seller.
8. This contract shall be governed by and constructed according to the laws of Queensland.
9. The seller shall insure against any legal liability, loss, claim or proceedings whatsoever, whether arising at common law or by virtue of any statute in relation to workers compensation, by any person employed by the seller in or about the execution of the works.
10. To the extent that the order relates to the seller carrying out work for the purchaser, the seller shall effect and maintain a policy of contract works insurance to insure against loss or damage resulting from any cause. The contract works insurance must be for the full insurable value of the work under this order and must extend up to and including the date when the seller reaches Practical completion (as determined in these terms and conditions)
11. To the extent that the order relates to the seller supplying and delivering goods/equipment to the purchaser, the seller shall insure the goods/equipment for its replacement value against loss or damage occurring before delivery.
12. Where on site works are carried out by the seller, the seller shall ensure that the works are kept clean and tidy and remove all rubbish during the progress of the works and that on completion of the works, all plant and equipment and tools belonging to or hired by the seller or sellers employees be removed and all rubbish occasioned of the sellers work be cleared away from the site at the sellers cost.
13. The seller shall be responsible for complying with all statutory requirements regarding income tax, payroll tax, income tax or fees in respect to the sellers employees and works. The seller will comply with all the terms of any award of an appropriate industrial commission, the BUS Scheme, Workcover (or similar) and long service leave which relates to persons employed by the seller.
14. If the seller requires the use of any of the purchasers plant or equipment on site in relation to carrying out this contract (including 240v power) such use shall be on the express condition that no warranty or other liability on the part of the purchaser shall be created or implied against such use. Nothing in this clause shall make the purchasers plant and equipment available to the seller.
15. If the seller shall neglect to proceed with the works with due diligence (in accordance with agreed dates) the purchaser may give notice in writing to the seller. If the seller shall not proceed with the works in a manner satisfactory to the purchaser within 2(two) days of such notice then the purchaser may employ another person as may be necessary to complete the works and shall deduct such associated cost from the sellers due balance.
16. The purchaser may retain from any amount payable to the seller, 10% of the amount until the maximum retention held by the purchaser is 5% of the amount of purchase order. When the seller has supplied the goods or carried out the works, the purchaser shall release the balance to a level of 2.5% retention of the full amount until 12 months after the purchaser reaches practical completion. Practical completion means works are completed in accordance with these terms and conditions with no visible defects or omissions.
17. Without limiting the purchasers rights under any other provision in these terms and conditions, the purchaser may deduct from any monies due (or become due) to the seller any sum which is payable by the seller to the purchaser and whether or not the purchaser right to payment arises by way of damages, debt, restitution or otherwise. If the monies payable to the purchaser are insufficient to discharge the liability of the seller to pay such sum, the purchaser may have recourse to the retention money. Nothing in this clause shall affect the right of the purchaser to recover from the seller the whole of such monies or any balance that remains owing.
18. The seller is liable for damages, including consequential loss, for any breach of this order.
19. The seller shall include their ABN and the words, tax invoice and list the GST amount separately.
20. The purchaser shall make payment of monies due to the seller no later than 30 business days after end of month, following submission of a correct tax invoice or payment claim.
22. If works are to be performed by the seller, a safe work method statement must be provided to the purchaser prior to commencing any works on, or off site. All works performed under this contract will be in strict accordance with an approved Safe work method statement, read and signed by all employees engaged by the seller whom will perform the works. Material safety data sheets must be provided by the seller or manufacturer to the purchaser for all dangerous materials and an electrical tool register must be provided showing all items of plant are safe and acceptable for use.