

## Purchase Order Terms of Trade

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

- (1) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods are provided;
- (2) **Goods** means any goods supplied by the Supplier including those supplied in the course of providing Services;
- (3) **GST** means the same as in the GST Law;
- (4) **GST Law** means the same as in the *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*;
- (5) **Insolvency Event** includes:
  - (a) in relation to any corporation or a trust:
    - (i) its winding up;
    - (ii) its dissolution;
    - (iii) the appointment of an administrator, controller, receiver, receiver and manager, liquidator or trustee in respect of it or its property;
    - (iv) the occurrence of a ground for its winding up;
    - (v) the corporation or trust ceasing or threatening to cease to carry on its business;
    - (vi) the corporation or trust stating that it is unable to pay its debt when they fall due or being deemed to be unable to pay its debts when they fall due;
    - (vii) the corporation or trust resolving to or entering into an arrangement, composition or compromise with or an assignment for the benefit of all or any class of its creditors;
  - (b) in relation to any individual:
    - (i) the individual becomes bankrupt;
    - (ii) steps are taken to make the individual bankrupt,

and anything analogous or having a substantially similar effect to any of these events happens under the law of an applicable jurisdiction;
- (6) **Order** means a purchase order for Goods or Services placed by a Purchaser in response to

- a Quote, subject to any variation agreed in writing from time to time by the parties;
- (7) **Purchaser** means Bridgeman Agencies Pty Ltd ACN 077 601 962 trading as Bridgeman Building Group, and includes the Purchaser's agents and permitted assigns;
- (8) **Quote** means a written description of the Goods or Services to be provided, an estimate of the Supplier's charges for the performance of the required work and, if applicable, an estimate of the time frame for the performance of the work;
- (9) **Services** means the services to be provided by the Supplier, its employee or contractor to the Purchaser in accordance with a Quote and these terms of trade;
- (10) **Supplier** means the entity specified as the supplier of Goods or Services on the Quote and includes the Supplier's agents and permitted assigns.

#### 1.2 Interpretations

In these terms of trade, unless the context otherwise requires:

- (1) a reference to writing includes email and other communication established through the Supplier's website (if any);
- (2) the singular includes the plural and vice versa;
- (3) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms of trade;
- (4) a reference to a party to these terms of trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (5) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (6) headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade; and
- (7) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing must be done on the next Business Day.

#### GENERAL

- (1) Unless otherwise agreed in writing, these terms of trade apply to each order by the Purchaser to the Supplier relating to the provision of Goods and/or Services.

Document ID:	BBGA 002	Document Title:	BBG Purchase Order Terms & Conditions
Original release date:	6/12/2023	Originally released by:	India Ault
Current version:	1.0	Document owner:	Bridgeman Building Group
Date of last update:	6/12/2023	Document revised by:	India Ault



- (2) The acceptance of an Order by the Supplier is taken to be agreement by the Supplier and Purchaser that these terms of trade apply to the sale of Goods and/or the provision of Services, and any terms of trade contained in any document of the Supplier or elsewhere are excluded.
- (3) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.

### 3. ORDERS

- (1) An Order, when given to the Supplier, is taken to be acceptance of the Supplier's Quote and an offer to purchase Goods and/or Services in accordance with these terms of trade.
- (2) Providing Goods or Services in accordance with an Order by the Purchaser signifies acceptance by the Supplier of these terms of trade.
- (3) An Order can be cancelled by a Purchaser:
  - (a) before Goods and/or Services have been delivered; or
  - (b) with the prior written consent of the Supplier.

### 4. VARIATIONS

- (1) The Purchaser may request that its Order be varied by providing a request in writing to the Supplier.
- (2) A request for a variation must be agreed to in writing by the Supplier in order to have effect.
- (3) These terms of trade are taken to apply to any agreed variation of an Order.

### 5. PRICE

- (1) An Order is placed by the Purchaser on a firm price basis in accordance with the price listed on the Quote.
- (2) The Price is not subject to any increase without the Purchaser's prior approval in writing and includes, where applicable, delivery to the destination stated in the Order and the unloading of the Goods by the Supplier at the delivery address.

### 6. INVOICING AND PAYMENT

- (1) The Supplier may, in its absolute discretion, issue an invoice to the Purchaser in any one or more of the following ways:
  - (a) prior to commencing the provision of the Goods or Services, for an amount equal to the Quote where the Supplier has not previously carried out work for the Purchaser or where the Supplier chooses to do so;

- (b) upon delivery of the Goods;
  - (c) upon completion of the Services.
- (2) The amount payable by the Purchaser will be the amount set out in the invoice and will be calculated as:
  - (a) the amount for the Goods or Services (or both) as set out in the Quote; or
  - (b) where no Quote has been provided by the Supplier, the Supplier's usual charges for the Goods or Services (or both) as described in the Order.
- (3) The Purchaser must pay an invoice issued by the Supplier in accordance with the payment terms on that invoice and if no payment terms are on the invoice then within 30 days of the end of the month following:
  - (a) the Goods being delivered and inspected by the Purchaser; and
  - (b) any applicable Services being completed and inspected by the Purchaser.
- (4) All amounts payable under or in connection with these terms of trade have been fixed without regard to the impact of GST.
- (5) If GST is levied or imposed on or in respect of any supply under or in connection with these terms of trade, then the amount payable for that supply is increased by the applicable rate of GST.
- (6) Payment of the GST must be made at the same time and in the same manner as the payment is required under or in connection with these terms of trade.
- (7) In relation to each supply under or in connection with these terms of trade, the Supplier must provide the recipient a tax invoice in the form required by the GST Law.

### 7. ACCEPTANCE

- (1) The Purchaser will notify the Supplier of the address to which Goods are to be delivered or services provided.
- (2) Where Goods are to be delivered and installed:
  - (a) the Supplier is to carry out the installation or other Services at the address nominated by the Purchaser in the Quote;
  - (b) the Purchaser will give safe, lawful, clear and clean access to the Supplier and/or the Supplier's installers;
  - (c) after installation is complete the Purchaser will inspect and test the



Goods and notify the Supplier if 10. installation is not acceptable.

- (3) The Purchaser will inspect and test the Goods/Services when the:
  - (a) Goods are Delivered; and
  - (b) Services are completed.
- (4) If the Purchaser identifies:
  - (a) a fault in the Goods;
  - (b) the Goods do not accord with the Purchaser's order; or
  - (c) a defect with the Services,the Purchaser will notify the Supplier immediately on becoming aware.
- (5) Unless the Purchaser notifies the Supplier of a fault, defect or dissatisfaction with the Goods or Services pursuant to clause 7(4), the Purchaser is taken to:
  - (a) have accepted the Goods and Services are not faulty;
  - (b) be satisfied the Goods accord with the Purchaser's Order;
  - (c) have accepted there is no defect with the Services.

#### 8. TITLE AND RISK

- (1) Risk in:
  - (a) Goods; and
  - (b) Services,passes to the Purchaser immediately upon delivery and satisfactory inspection by the Purchaser of the Goods and any applicable Services.
- (2) Property and title in Goods supplied to the Purchaser under these terms of trade do not pass to the Purchaser until all money due and payable to the Supplier by the Purchaser have been fully paid.

#### 9. ASSIGNMENT

- (1) The Purchaser has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these terms of trade to a purchaser of the Purchaser's business provided that the assignee agrees to assume any duties and obligations of the Purchaser owed to the Supplier under these terms of trade.
- (2) The Supplier must not assign, or purport to assign, any of its obligations or rights under these terms of trade without the prior written consent of the Purchaser, whose consent must not be unreasonably withheld or delayed.

#### 10. DEFAULT

- (1) Each of the following occurrences constitutes an event of default:
  - (a) either party breaches or is alleged to have breached these terms of trade for any reason (including, but not limited to, defaulting on any payment due under these terms of trade) and fails to remedy that breach within 14 days of being given notice by the other party to do so;
  - (b) either party suffers an Insolvency Event;
  - (c) the Supplier purports to assign its rights under these terms of trade without the other Purchaser's prior written consent; or
  - (d) the Supplier ceases or threatens to cease conduct of its business in the normal manner.
- (2) Where an event of default occurs, except where payment in full has been received by the Supplier, the party who is not the subject of the event of default may terminate these terms of trade.

#### 11. DISPUTE RESOLUTION

- (1) If a dispute arises between the Purchaser and the Supplier, the following procedure applies:
  - (a) a party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this paragraph.
  - (b) a party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.
  - (c) a party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.
- (2) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 10 Business Days (or other period as agreed).
- (3) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation

between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.

- (4) The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation (**Guidelines**) which operate at the time the matter is referred to ACDC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these terms of trade.
- (5) Despite the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these terms of trade.
- (6) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution.
- (7) The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties.
- (8) No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

## 12. MISCELLANEOUS

- (1) These terms of trade are governed by the laws in force at the place the Goods are delivered or the Services are provided and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that state or territory.
- (2) These terms of trade and any Quote and written variation agreed to in writing by the Supplier represent the whole agreement between the parties relating to the subject matter of these terms.
- (3) These terms of trade supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- (4) If any provision of these terms of trade at any time is or becomes void, voidable or

unenforceable, the remaining provisions will continue to have full force and effect.

- (5) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (6) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee; or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- (7) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (8) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.