



## TERMS AND CONDITIONS OF PURCHASE ORDER

### 1. Agreement

- 1.1 These are the terms and conditions (**Conditions**) referred to in the attached JCU purchase order (**Purchase Order**). The Conditions apply to any purchase order for Goods and/or Services placed by JCU with a supplier and are to be read in conjunction with any terms specified in the Purchase Order. No other terms and conditions will apply to a purchase order unless:
- (a) special conditions to the purchase order have been agreed to in writing by the supplier and JCU, in which those special conditions will apply in addition to these Conditions and/or will prevail to the extent of any inconsistency with these Conditions; or
  - (b) JCU and the supplier have entered into a separate agreement in relation to the supply of Goods and/or services, in which case the terms of that agreement only will apply to the supply of the Goods and/or Services.
- 1.2 The Supplier is taken to have accepted a Purchase Order upon the earliest to occur of:
- (a) the Supplier gives written notification to JCU of acceptance of the Purchase Order; or
  - (b) the Supplier delivering the goods and/or Services specified in the Purchase Order.
- 1.3 Upon acceptance or deemed acceptance of the Purchase Order by the Supplier, an agreement will be formed (**Agreement**) which will comprise, subject to clause 1.1, the Purchase Order and the Conditions.

### 2 Delivery

- 2.1 The Supplier must ensure that the delivery of the Goods and/or Services to JCU is made at the time, place and in the manner specified in the Purchase Order, and meets the requirements sets out in the Agreement. JCU may on reasonable notice to the Supplier, and prior to delivery of the Goods and/or Services, specify in writing a later time for delivery.
- 2.2 The Supplier must promptly notify JCU if it believes it cannot meet any delivery date or other timeframes specified in the Purchase Order. JCU reserves the right to withdraw the Purchase Order and/or terminate the Agreement if the Supplier cannot meet the delivery times or other timeframes specified in the Purchase Order.

### 3 Warranty

- 3.1 The Supplier warrants that the Goods supplied8 Tw 3.603 0 683 -1.28 ( )-15 T.n5 Tueci sT



**6. Asbestos**

6.1



- 10.4 The Supplier consents to, and warrants that it has consents from each of its Personnel, permitting JCU to infringe any Moral Rights that the Supplier or its Personnel may have, or become entitled to, in any



16.2 Each party must:

- (a) immediately notify the other party if it becomes aware of any breach of this clause 16;
- (b) immediately notify the other party if it is required to disclose Confidential Information under any law
- (c) upon receiving a request from the disclosing party (either during the term of the Agreement or upon its earlier termination or expiry) deliver or destroy all documents or files in its possession or control which contain Confidential Information in accordance with the disclosing party's instructions.

16.3 The Supplier agrees to comply and ensure that the Supplier and its Personnel comply with the provisions of the *Information Privacy Act 2009 (Qld)* (**Privacy Act**) and do anything which is reasonably required to enable JCU to comply with its obligations under the Privacy Act. The Supplier must advise JCU immediately if the Supplier becomes aware of a breach of its obligations under this clause 16.3.

## 17 Termination

17.1 JCU may, at any time, terminate this Agreement for any reason by giving the Supplier notice in writing.

17.2 Either party may terminate the Agreement by giving notice in writing to the other party if:

- (a)



- 19.7 The obligations and/or warranties contained in clauses 3, 10, 12, 15, 16 and 17 survive the termination of the Agreement.
- 19.8 Queensland law governs the Agreement. Each party

