

Purchase Order Conditions

Interpretation

1. In these conditions:
 - (1) Buyer means ANCA Pty Ltd which is the buyer of the goods.
 - (2) 'Seller' means the seller of the goods specified overleaf.
 - (3) 'Goods' means the products and, if any, services specified overleaf.
 - (4) 'Order' means the order for the goods constituted by this document.

General

2. The acceptance of this order by the seller includes acceptance of the terms and conditions as the sole basis of the sale to the exclusion of any conditions of sale appearing on any document (including any website) of the seller. Modification of these conditions expressed in any document of the seller does not apply to this order unless expressly accepted in writing by the buyer.

Alterations

3. No changes to this order are to be made by the seller without the written agreement of the buyer.

Price

4. This order is placed on a firm price basis in accordance with agreed current price and agreed future cost reductions and is not subject to increases in price without the buyer's prior approval in writing and includes delivery to the destination stated in this order and the off-loading of the goods by the supplier at the point of destination.

Standard to conform to specifications

5. The seller must ensure that the goods are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by the buyer to the seller. Any in- progress inspection by the buyer's employees or agents or other representative does not affect this requirement.

Warranties

6. The goods must:
 - (a) be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the seller;
 - (b) be of merchantable quality and to be free from defect in material and workmanship;
 - (c) carry any applicable manufacturer's warranty which passes on to any buyer or customer from the buyer without liability to the buyer. The seller must assign to the buyer at the request of the buyer the benefit of any warranty or guarantee that the seller has received from any supplier (whether under contract or by implication or operation of law).

Inspection and return

7. All goods are received subject to inspection within a reasonable time after delivery or before delivery at the buyer's discretion irrespective of date of payment. Signed delivery dockets do not mean acceptance by the buyer of goods delivered but only the number of packages or cartons delivered. The buyer must promptly notify the seller of any defects appearing, and hold goods so found to be defective for the seller's instructions and at the seller's risk for a reasonable period not exceeding 60 days. If the seller's instructions are not received within that period, the buyer may return the defective goods to the seller's premises at the seller's expense and risk and any expense incurred by the buyer in such return is payable forthwith by the seller and may be set off by the buyer against any moneys otherwise due by the buyer to the seller.

Royalties

8. Goods are for the use of or re-sale by the buyer or its associated companies and may be incorporated in any products (whether owned or used or possessed by the buyer). The seller must not make any claim for royalties or other additional compensation from the buyer by reason of or connected with such use, re-sale or manufacture.

Patent rights

9. (a) The seller agrees to defend, protect and completely indemnify the buyer, its successors, assigns, customers and the users of the buyer's products from and against any claim arising by reason of the use of the goods, including all claims for actual or alleged infringement of any letters patent, trade marks, copyright, design, confidential information or similar protection whether granted by the Commonwealth of Australia or any foreign state or the common law.
- (b) If the seller makes any representation or statement directly or indirectly to the buyer that the goods ordered are protected by one or more patents and any such patent is found to be invalid, the buyer may forthwith cancel this order or any contract arising from this order and recover any money paid to the seller under this agreement as a liquidated debt.

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Special dies, etc to remain purchaser's property

10. (a) Special dies, tools, patterns and drawings (each a 'tool') used in manufacture of the goods, the cost of which is met by the buyer, remain the buyer's property whether during or after the termination of this agreement. Buyers may tag individual tools with unique ID.
- (b) The seller must keep the tools in good condition and when necessary replace or repair the tool without expense to the buyer.
- (c) The seller agrees that it will not use any tool in the production, manufacture or design of any other articles, nor of larger
- (d) While the seller is in possession of the buyer's tools, it acknowledges that it is a bailee of them and owes the buyer the duties, responsibilities and liabilities of a bailee.
- (e) The seller shall not under any circumstances have any lien over the tools.

Designs and specifications to be retained in confidence

11. Any goods or work made or done according to the buyer's design or specifications or developed for the buyer at the direction of the buyer, or any original or copy designs or specifications supplied by the buyer are held by the seller on the buyer's behalf and at the buyer's disposal and must not be disclosed or furnished to any other person, firm or government without the buyer's prior written consent. The seller must take all reasonable precautions to protect such confidentiality.

Packing costs and standard

12. (a) The seller and any of its agents or suppliers must not make any charge to the buyer for wrapping, packing, cartons or crating unless authority for such charge is expressly incorporated in this order.
- (b) The seller must ensure that all goods are suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and in accordance with carriers' requirements.
- (c) When supplying part's, the seller must ensure compliance to ANCA-29-19 – ANCA Packaging – Statement of Requirements.

Advertising

13. The seller must not, without the buyer's prior written consent, in any manner advertise or publish the fact that the seller has contracted with the buyer for the goods.

Delivery documents

14. (a) The seller must invoice the buyer promptly, followed by monthly statements of account.
- (b) The seller must dispatch packing lists, shipping documents and certified invoices to the buyer's office by direct mail on the day of shipment unless the buyer agrees a different method or date of dispatch (or both).

Cancellations

15. (a) The buyer reserves the right to cancel this order if the full amount of all goods ordered is not delivered to its premises on or before the delivery date specified in this order.
- (b) The seller does not have and may not prosecute any claim whatsoever at law or in equity against the buyer if the buyer cancels the order under the preceding sub-clause.
- (c) The seller must, in addition to any other liability, pay the costs of removing the goods from the buyer's premises, if the buyer cancels the order under paragraph (a) of this clause.

Responsibility

16. The goods are at the seller's risk until delivered to the destination stated in this order. Nothing in the conduct of the buyer or the transfer of property in the goods (including delay that is or is not the fault of the buyer or of any person who represents the buyer) alters the incidence of risk under this clause.

Governing Law

17. This purchase shall be governed by and this order shall be construed in accordance with the laws for the time being in force in the State of Victoria.

Forum

18. The buyer and the seller irrevocably submit to the non-exclusive jurisdiction of the Courts and Tribunals of the State of Victoria including any Courts having appellate jurisdiction. Neither the buyer nor the seller shall seek to invoke the jurisdiction of any Court, Tribunal or other body other than those of the said State to settle any dispute arising under or in relation to this purchase or to this order.

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Privacy and Personal Data

19. For European Union personnel, compliance shall be in accordance with the “General Data Protection Regulation” issued by the EU. Please refer to the Privacy Policy at; <https://www.anca.com/About-ANCA/Privacy-Policy>

Personal Data collected must not be disclosed or forwarded to any parties other than those involved under contract. All personal data is to be secure in accordance with the European Union “General Data Protection Regulation”. Breach of this requirement may lead to termination of contract and fines as stipulated within the GDPR requirements.

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