

Terms and Conditions of Purchase Order

This Purchase Order is subject to the following terms and conditions:

1. The term "The MAC" as hereinafter used refers to The Mac Services Group Limited and the term "Supplier" means the person, firm or company (incorporated or not) from whom the goods described on the reverse side hereof, have been ordered.
2. The Supplier shall supply and deliver all goods specified on this order for the amount stated within the time stated unless varied by The MAC. Variation in the times shall not entitle the supplier to a claim for extra costs and shall not vitiate this order. Time is of the essence of this Contract.
3. The Supplier except insofar as this order may expressly state to the contrary shall provide at its own cost and expense all labour, materials, tools, implements, plant and everything necessary for the complete and proper performance of this order. All goods shall be in all respects, in strict accordance with the terms and conditions and documents stated on this order and shall be to the satisfaction of The MAC and the requirements of the relevant authorities and standards.
4. All goods shall be delivered, cartage paid to the address stated, and until the delivery is accepted by an accredited representative of The MAC, all risks shall be deemed the Supplier's in all respects. The MAC shall have full power from time to time for directing in what order and point of time the goods shall be delivered.
5. The supplier warrants that the goods supplied under the terms of this order are free and clear of all charge, liens and encumbrances whatsoever and that the Supplier has a good and marketable title to same and that no patent, trade mark or copyright is infringed.
6. The MAC shall have the right of access to the premise of the Supplier, for the purpose of inspecting and testing the goods being provided under the terms of this order.
7. It is the responsibility of the Supplier to check with the accredited representative of The MAC for variations to this order before any manufacture commences.
8. Variations (whether in respect to quantity, type, extent, time or otherwise) may be ordered at any time or otherwise may be ordered at any time by The MAC in its absolute discretion and any such variation shall not vitiate this order and the value thereof shall be added to or deducted from the contract sum. All variations are subject to the terms and conditions of this order. Claims for extra costs for variations to this order will not be recognised unless authorised by The MAC in writing prior to the goods being obtained and/or manufactured.
9. The Supplier shall furnish for approval all samples as directed by The MAC. The goods shall be in accordance with the approved samples.
10. All goods covered by this order, whether paid for or not, shall be subject to inspection by The MAC after delivery and, if such goods or any of them do not conform to the requirement of this order, The MAC in addition to all other rights and remedies, may reject any of the goods, retaining the balance and sue for any damages. The MAC shall notify the Supplier of any rejections, and the goods so rejected shall be at the Supplier's risk.
11. If the Supplier fails to perform in a manner strictly in accordance with this order, or neglects or omits properly to carry out any instructions of The MAC with respect to this order, or has failed to deliver the goods or any part thereof at the time or times specified in this order for such completion or at the expiration of any extension which may be granted or makes default or is in default under any of the provisions of this order, or intimates that it is unable or unwilling to deliver the goods, or becomes insolvent or bankrupt or makes an assignment of its estate for the benefit of its creditors or makes an arrangement or composition with its creditors, or being a company if it shall go into liquidation whether voluntary or compulsory, or refuses or neglects to comply with a notice in writing from The MAC requiring it to remove defective goods, or is given notice in writing by The MAC

specifying any default complained of by The MAC either committed or omitted and does not completely remedy such default to the satisfaction of The MAC within seven (7) days of such notice, or assigns, sublets or attempts to assign or sublet all or any part of this order without prior written approval of The MAC then in such event The MAC may in its absolute discretion forthwith cancel this order either in whole or in part and may employ other suppliers to deliver the goods or take such action in its absolute discretion which The MAC may deem necessary obtain the goods AND no action taken by The MAC under the provisions of this condition shall operate to the prejudice of the right of The MAC to retain monies payable to the Supplier or to recover from it all monies payable to the Supplier or to recover from it all monies payable by way of damage or otherwise whosoever arising or prevent The MAC from exercising any other remedy or right that it may have against the supplier. Waiver by The MAC of any specified default or defaults by the supplier or failure by The MAC to cancel this order or any part thereof when right of cancellation arises shall not constitute a waiver by The MAC under any of the terms and conditions of this order arising through further or subsequent default by the Supplier whether giving rise to a right of cancellation or a claim for damages.

Notwithstanding anything herein contained and in addition to the rights of cancellation herein provided by reason of the Supplier's default hereunder The MAC determines this order at anytime by notice in writing to the Supplier and upon such notice being given this order shall be deemed at an end and neither party shall have any claim right or demand against the other party hereto. PROVIDED ALWAYS that The MAC shall pay to the Supplier. The order value of the goods completed at the date of such determination.

The order value of the goods begun and executed but not completed at the date if such determination.

The cost of materials or goods properly ordered for the works for which the Supplier shall have paid or of which the Supplier is legally bound to accept delivery and on such payment by The MAC any goods so paid for shall become the property of The MAC.

12. Unless this order expressly states to the contrary, the Contract sum (or rates) is on a firm price basis and shall not be varied due to any provisions for rise or fall in cost of labour and/or materials for the duration of the order and in particular any extension of time shall not constitute the grounds for a claim for any increased costs whatsoever.
13. The Supplier agrees that the terms and conditions of this order (together with any special conditions of order agreed to in writing by the parties) can only be rescinded or altered in writing by The MAC, contain the whole of the terms on which the goods are ordered and the supplier acknowledges that such terms and conditions constitute the entire agreement between the parties and shall supersede all previous communications which are hereby abrogated and withdrawn. In the events of any conflict between any special conditions of order and these terms and conditions of order the special conditions of order shall prevail.
14. In accepting this order (which acceptance may be express or implied by writing, oral, part delivery or otherwise) the Supplier acknowledges that it agrees to all the terms and conditions contained herein and that any additional terms or conditions contained in its acceptance or confirmation of this order on its delivery docket or otherwise do not apply to this order.
15. GST: Prices must be exclusive of GST. The MAC will pay an amount additional to the price in respect of the GST payable by the Supplier provided that the tax invoice contains the ABN of both The MAC and the Supplier. Tax invoice must show base price, subtotal, GST and total separately. If the supplier has no ABN then GST is not payable and The MAC must withhold 48.5% the base price.
16. The Supplier must not assign any of its right under this order.