

Document Title	Ability Options - Purchase Terms and Conditions - Guide	
Document Custodian – Executive Leader Shared Services	Next Review Date 30 July 2015	

## Purchasing Terms and Conditions

The following Ability Options Limited Supply Contract Conditions apply to all purchases of goods and services:

1. Acceptance of an Ability Options Limited Purchase Order by the Supplier which incorporates any limitations, additions or modifications to these supply contract conditions shall not be considered a counter offer from the Supplier.
2. Acceptance of the Purchase Order shall be considered to incorporate these supply contract conditions unless otherwise agreed in writing.
3. Claims for price increases after the Supplier has accepted the Purchase Order will not be agreed to without prior approval of Ability Options Limited.
4. The Supplier warrants that the sale or use of the goods and services will not infringe or contribute to the infringement of any letters patent, registered design, trademark or copyright and indemnifies Ability Options Limited against all costs, losses and damages suffered or incurred by Ability Options Limited as a result of such infringement.
5. The Supplier is to provide appropriate safety information including operating manuals, risk assessments and/or material safety data sheets (MSDS).
6. No substitute hazardous and dangerous goods and services will be accepted without prior approval from Ability Options Limited. If approval is obtained to accept such substitute goods and services, a new risk assessment is required to be completed.
7. Neither Ability Options Limited nor the Supplier shall be liable for any failure to fulfil its obligations under the purchase contract if such failure is due to fire, strikes, lockouts or other “force majeure” circumstances beyond its control, provided that if such failure continues for more than 28 days, either party may terminate the contract by written notice.
8. Any supply is subject to, and is to be construed in accordance with, the laws of New South Wales.
9. All goods and services supplied and all services rendered must correspond in all respects with the description, quantity and price as indicated on the Purchase Order. Goods and services must be to the satisfaction and approval of Ability Options Limited and/or its authorised representative prior to or on arrival at the delivery point as specified on the Purchase Order.
10. The Supplier bears the risk of any loss of or damage to the supply until its delivery has been completed and accepted by Ability Options Limited’s representative.
11. All the goods and services described on the Purchase Order shall be suitably packed and correctly addressed (including Purchase Order numbers) to ensure that the goods and services arrive at the delivery point in good order and condition.
12. Goods and services shall be delivered by the Supplier by the time specified in the Purchase Order.
13. A signed delivery docket shall not indicate unqualified acceptance by Ability Options Limited of the goods and services delivered. Ability Options Limited will promptly notify the Supplier of any defects in the supply. If the Supplier’s instructions are then not received within 14 days, Ability Options Limited may return the defective goods and services to the Supplier at the Supplier’s expense and risk. Any such expense may be offset against any amounts owed to the Supplier.
14. Delivery shall not be deemed to be completed until all the goods and services as described on the Purchase Order have been actually received and accepted by Ability Options Limited’s representatives at the delivery point as specified on the Purchase Order.
15. No charge will be made for wrapping, packing, cartons or crating unless agreement to such costs is stated in this Purchase Order.
16. The Supplier will not, without prior written agreement of Ability Options Limited, advertise or announce or allow to be advertised that the goods or services as described on the Purchase Order have been or will be supplied to Ability Options Limited.
17. The Supplier warrants goods and services supplied to be fit and sufficient for the purpose intended, to be of merchantable quality and to be free from defect in material and workmanship. In addition, such goods and services shall carry any applicable manufacturer’s warranty which Ability Options Limited may pass on without liability to any purchaser from Ability Options Limited.
18. Ability Options Limited reserves the right to cancel the Purchase Order if the full amount of all goods and services is not delivered on or before the delivery date specified. All tax invoices and packing slips and all other

correspondence relating to this Purchase Order must show the Purchase Order number and the Ability Options Limited's address at which the goods and services have been or will be delivered or at which the services requested have been or will be performed. Tax invoices which do not quote the Purchase Order number will be returned for the information to be provided by the Supplier, no payment will be rendered without the correct Purchase Order number being referenced.

19. Tax invoices shall be issued promptly and directly to the billing address as shown on the Purchase Order or emailed to [accounts@abilityoptions.org.au](mailto:accounts@abilityoptions.org.au). Tax invoices must be issued in the name of Ability Options Limited. Payments will not be made based upon tax invoice statements.
20. A Supplier's tax invoice/invoice dated anytime within a calendar month will be paid 30 days after the end of that calendar month. For example, if a tax invoice/invoice is dated anytime in March, it is paid at the end of April.
21. All prices quoted in the Purchase Order are fixed and inclusive of all taxes, including GST, insurance, freight and delivery costs including costs associated with the return of goods wrongly supplied or defective goods.
22. Any Purchase Order expressed to be a Standing Order is issued for an estimated Purchase Order Price and a set period of time. The estimated Purchase Order Price should not be construed as a firm commitment from Ability Options Limited for expenditure. Ability Options limited will only be liable for selected supplies that are specifically requisitioned during the period of the Purchase Order. Ability Options Limited reserves the right to terminate any Standing Purchase Order at any point within the set period of time nominated on the Purchase Order.
23. Either party may terminate the Purchase Order in whole or in part if the other party (a) has not remedied a material breach within the time frame specified in any notice of breach, or (b) becomes bankrupt or insolvent. Ability Options Limited may terminate the Purchase Order if the Supplier is unable to complete the Contract or unable to complete the Contract within the timeframe specified in the Purchase Order. Termination does not prejudice any other right of action or remedy which has accrued or might accrue to either party.
24. The Supplier acknowledges that in the course of working with Ability Options Limited, it may come into the possession of information which Ability Options Limited regards as confidential or sensitive and the Supplier undertakes to keep confidential any and all such information. This does not apply to any information that is within the public domain.
25. The Supplier is responsible to ensure that they have all relevant and required by law insurances in place and up to date at the time of delivery of services to Ability Options Limited.

Revision History	30 July 2014							
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