



Minespec Parts Pty Ltd
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Minespec Parts NSW Pty Ltd
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Purchase Order Terms and Conditions

These terms and conditions govern all purchase orders issued by Minespec Parts Pty Ltd (ABN: 89 164 890 251) and Minespec Parts NSW Pty Ltd (ABN: 29 617 420 792) (with such issuer named on the purchase order being “**the Buyer**”) to the exclusion of all other terms unless specifically agreed in writing.

1. Goods and Services Purchase Order

- a. The seller warrants that the goods will be of merchantable quality, new and free from any encumbrance, security interest, charge or lien in favour of a third party at the time of delivery to the Buyer;
- b. the goods and/or services will be fit for their intended purposes and free from defects in design, materials and workmanship;
- c. the goods and /or services will comply with all Australian laws and standards
- d. The Seller must procure and supply for the benefit of the Buyer any applicable supplier or manufacturer warranty for the goods and/or services supplied, and must assist the Buyer with any claim under such warranties.

2. Invoicing

All Invoices issued by the supplier under the Purchase Order must be billed to the correct Minespec Parts Entity and electronically emailed to admin@minespecparts.com.au, Invoices must be valid Tax Invoices, include the Supplier ABN and quote a valid Purchase Order Number.

Tax Invoices that do not comply with the above requirements will be deemed invalid and returned to the vendor

3. Price and Payment

- a. Payment Terms are 30 days EOM for a correctly rendered Tax Invoice; unless otherwise stated.
- b. Prices are, unless otherwise specified, fixed (As per the amount specified in the purchase order) and not subject to variation except as permitted under the purchase order
- c. Subject to any contrary term of the purchase order, payment will be made for undisputed amounts on the last day of the month following the month in which the Seller's invoice is received.
- d. If the Seller's invoice is not received within fourteen (14) days of receipt of the goods and/or services, the Buyer may, in its full discretion and at any time, pay the Seller the price in the purchase order. The Seller must then, within (5) days of payment, provide the Buyer with a valid tax invoice. The Seller will have no subsequent right to claim for a variation to the price.
- e. The Buyer may set off any amount that may become payable by it to the Seller against any amount that is or may become payable by the Seller to the Buyer.

4. Delivery of Goods

- a) The Seller will deliver the goods and/or services in accordance with the terms specified in the purchase order and at the time or times nominated by the Buyer.
- b) The Seller will unload the goods and/or services at the delivery point nominated by the Buyer.
- c) The Seller will immediately advise the Buyer in writing of any circumstances that may cause delay in delivery, the action taken to avoid or minimise the delay and the estimated period of delay.
- d) The Seller will ensure that, in delivering the goods, it will
 - i. if any goods are delivered to or services performed at the Buyer's site, comply with all site safety policies, procedures and directions of the Buyer;
 - ii. comply with all mass, dimension and load restraint requirements for vehicles or the carriage of goods;

- iii. comply with all relevant requirements in relation to container weight declarations;
 - iv. manage all transport and journey documentation, including consignment notes, declarations, manifests and log books;
 - v. provide the Buyer, upon request, with all information and documentation reasonably required by the Buyer (or a relevant government authority or agency) to monitor or audit compliance with this clause (including permitting inspections of transport and journey documentation and vehicles); and
 - vi. notify the Buyer upon becoming aware of any breach by the Seller or its personnel of this clause
- e) The seller will ensure that prior to the delivery or use of any dangerous goods or hazardous substance, the seller:
- i. applies appropriate labelling;
 - ii. provides the Buyer with a copy of the current Material Safety Data Sheet for such Hazardous Substance that complies with the National Code of Practice for the Preparation of Material Safety Data Sheets; and
 - iii. provides the Buyer with a completed risk assessment if Services include the use of such Hazardous Substances.

5. Defective Goods and/or Services

- a. The Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming goods and/or services or part thereof.
- b. Return to the Seller of any defective or nonconforming goods and/or services and delivery to the Buyer of any corrected or replaced goods and/or services will be at Seller's expense. If the Seller fails to promptly remedy any defective or nonconforming goods and/or services, or if the Buyer determines that an urgent or other situation so justifies, the Buyer may carry out, or procure the carrying out of, anything required to remedy the defect at the Seller's expense.