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PURCHASE ORDERS TERMS AND CONDITIONS

Interpretation

1. In these conditions:
 - I. "UON" means UON Pty Ltd ABN 44 099 963 354 of 29 Beringarra Avenue, Malaga, Western Australia 6090, which is the Buyer of the goods;
 - II. "Supplier" means the Supplier of the Goods specified on the Purchase Order;
 - III. "Goods" means the items described on the Purchase Order;
 - IV. "Purchase Order" means the order for the Goods constituted by this document;
 - V. "Defects Liability Period" means (as applicable) the period identified as such in the Purchase Order or, where such period is not identified in the Purchase Order, the period of 1 year following receipt of the Goods by UON.

General

2 (a) Contract

The contract consists of the following documents:

- i. The Purchase Order;
- ii. These general conditions;
- iii. Any other document which is attached to, or incorporated by reference in, the Purchase Order or these general conditions.

2 (b) Precedence of Contract Documents

If there is any conflict or inconsistency between the documents constituting the Contract, unless otherwise provided, the documents will rank in order of precedence in accordance with the order in which they are listed in Clause 2 (a).

2 (c) Entire Agreement

- i. The contract contains the entire agreement between UON and the Supplier with respect to its subject matter and supersedes all prior communications and negotiations between UON and the Supplier in this regard, unless those communications expressly form part of the Contract.
- ii. No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the Purchase Order, including, without limitation, the Suppliers' printed terms and conditions, and any terms and conditions contained in any Suppliers' quotation, invoice, Purchase Order acknowledgement, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing and signed by duly authorised representatives of both parties.

2 (d) Amendment to be in writing

No amendment or variation of the Contract is valid or binding on a Party unless made in writing and signed by the Supplier and UON.

Alterations

3. No changes to this Purchase Order are to be made by the Supplier without the written agreement of UON.

Price, Invoicing & Payments

- 4 (a) The Purchase Order is placed on a firm price basis in accordance with the price(s) listed on the Purchase Order and is not subject to increases in price without UON's prior approval in writing and includes delivery to the destination stated in Purchase Order and the off-loading of the Goods by the Supplier at the point of destination.

4 (b) GST

- i. Except where the Contract suggests otherwise, the terms used in this clause 4(b) have the same meanings as in the GST Act. Any part of the Goods that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause. Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account for the purposes of calculating the GST payable in relation to a supply for the purpose of this clause 4 (b).
- ii. Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- iii. If GST is payable in relation to the Goods made under or in connection with this Agreement, then any party (UON) that is required to provide consideration to another party (Supplier) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as the other consideration is to be provided for that supply. The Supplier must provide a valid tax invoice to the Recipient at or before the time any consideration is to be first provided for that supply.

4 (c) Payment of Invoices

- i. All invoices must reference a valid Purchase Order number.
- ii. Subject to Sub Clause (iii), UON will pay to the Supplier the amount shown on the Invoice as per the agreed terms.
- iii. Disputed Invoiced

If UON disputes any amount shown on an Invoice, it must notify the Supplier within 21 days of receipt of the Invoice and payment may be withheld pending resolution of the disputed invoice. If payment is made by UON of a disputed Invoice it is not to be considered as an acceptance of the amount in dispute or of UON's liability to make that payment.

iii. Errors or exceptions in invoicing

Without limiting Sub Clause (ii), if the Supplier discovers or is advised of any errors or exceptions relating to its invoicing for the Supply, the Supplier and UON will jointly review the nature of the errors or exceptions, and the Supplier must, if appropriate, take prompt corrective action and adjust the relevant invoice or refund overpayments.

Standard to conform to specifications

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

Warranties

6. The Goods must:
 - i. Be fit for the purpose for which Goods of the same kind are commonly supplied and any other purpose made known to the Supplier;
 - ii. Be of merchantable quality and be free from defect in material and workmanship;
 - iii. Carry any applicable manufacturer's warranty which passes on to UON or customer of UON without liability to UON. The Supplier must assign to UON at the request of UON the benefit of any warranty or guarantee that the Supplier has received from any Supplier (whether under contract or by implication or operation of law).

Inspection and Return

All Goods are received subject to inspection within a reasonable time after delivery or before delivery at UON's discretion irrespective of date of payment. Signed delivery dockets do not mean acceptance by UON of Goods delivered but only the number of packages or cartons delivered. UON must promptly notify the Supplier of any defects appearing, and hold Goods so found to be defective. Goods found to be defective will be returned to the Supplier's premises at the Supplier's expense and risk and any expense incurred by UON in such return is payable forthwith by the Supplier and may be set off by UON against any moneys otherwise due by UON to the Supplier.

Defects Liability

8(a) Warranty

The Supplier warrants each Goods against any defect, which arises during the Defects Liability Period.

8 (b) Commencement of Defects Liability Period

In respect of each Goods, the Defects Liability Period will commence on and from the date that Goods is accepted by UON's Representative in writing.

8 (c) Rectification of defects

Upon receipt of a notice from UON's Representative of any defect in any Goods during the Defects Liability Period due to defective design, materials, workmanship, un-merchantable quality or unfitness for intended purpose, the affected items or parts must be redesigned, repaired or replaced as appropriate by the Supplier at no cost to UON prior to the expiration of the time specified in the notice. If the Supplier fails to make the necessary redesign, repair or replacement within the period specified, UON may perform or cause to be performed such redesign, repair or replacement at the Suppliers risk and cost and any costs and expenses incurred by UON will be recoverable from the Supplier as a debt due and payable.

Royalties

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

Patent Rights

- 10 (a) The Supplier agrees to defend, protect and completely indemnify UON, its successors, assigns, customers and the users of UON'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 letter patent, trademarks, copyright, design, confidential information or similar protection whether granted by the Commonwealth of Australia or any foreign state or the common law.
- 10 (b) If the Supplier makes any representation or statement directly or indirectly to UON that the Goods ordered are protected by one or more patents and any such patent is found to be invalid, UON may forthwith cancel this Purchase Order or any contract arising from this Purchase Order and recover any money paid to the Supplier under this agreement as a liquidated debt.

Intellectual Property

11 (a) Supplier Intellectual Property Rights

UON acknowledges that the Supplier retains ownership of the Intellectual Property Rights of the Supplier used or created under the Contract and/or in the provision of

the Services. To enable UON to enjoy the benefit of the Services for the purpose of or in connection with the business the Supplier grants to UON a non-exclusive, transferable, royalty free, irrevocable and perpetual license to use such Intellectual Property Rights for that purpose.

11 (b) Third party Intellectual Property Rights

The Supplier warrants that to the extent that it used or proposes to use the Intellectual Property Rights of any third party in the provision of the Supply, or to the extent UON will use or might propose to use the Intellectual Property Rights of any third party in the use and enjoyment of the Supply:

- (i) It has obtained, or will obtain at no further cost to UON, from the relevant third party all necessary licenses and consents to use, or assignments of, such Intellectual Property Right; and
- (ii) That it will not breach any of the licenses or assignments.

11 (c) Indemnity

Without limiting Clause 23, the Supplier indemnifies UON and must keep UON indemnified in respect of any liabilities, incurred or sustained by UON resulting from any actual or alleged infringement of any Intellectual Property Rights of any third party arising out of or caused by:

- (i) The performance of the Supply by the Supplier;
 1. The performance or operations of any other plant, machinery, tools, equipment
 2. Process, work, material, matter, thing or method used or supplied by the Supplier; or
- (ii) The use and enjoyment of the Supply by UON;
- (iii) The Supplier must notify UON immediately the Supplier becomes aware of a claim being threatened or made against UON in relation to any of the matters covered by the indemnity in Clause 11(c)(i).

UON may require the Supplier to conduct any litigation that may arise from a Claim referred to in Clause 11 (c)(ii) and all negotiations for settlement of that claim. However, the Supplier must not make any settlement or consent to any judgement, order or verdict against UON without UON's prior written consent.

11 (d) Procurement of Intellectual Property Rights

If UON is prevented from (as the case requires) operating or using the Goods and/or any Associated Services or any part of the Goods and/or any Associated Services as a result of any Claim in relation to an infringement of Intellectual Property Rights, the Supplier must (at its cost) take all reasonable steps to procure for UON the right to (as the case requires) operate or use the Goods and/or any Associated Services or the Relevant part of the Good and/or any Associated Services for the purpose for which it was intended.

Special dies, etc. to remain purchaser's property

- 12 (a) Special dies, tool, patterns and drawings (each a "tool") used in manufacture of the Goods, the cost of which is met by UON, remain UON's property whether during or after the termination of this agreement.
- 12 (b) The Supplier must keep the tools in good condition and when necessary store the tools without expense to UON.
- 12 (c) The Supplier agrees that it will not use any tool in the production, manufacture or design of any other articles, nor of larger quantities than those required on this Purchase Order, except with UON's prior written consent and at the termination of this contract each tool must be disposed of as UON directs.
- 12 (d) While the Supplier is in possession of UON's tools, it acknowledges that it is a bailee of them and owes UON the duties, responsibility and liabilities of a bailee.

Designs and specifications to be retained in confidence

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

Packing costs and standard

- 14 (a) The Supplier and any of its agents or suppliers must not make any charge to UON for wrapping, packing, cartons or crafting unless authority for such charge is expressly incorporated in this Purchase Order.
- 14 (b) The Supplier 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.

Advertising

- 15 The Supplier must not, without UON's prior written consent, in any matter advertise or publish the fact that the Supplier has contracted with UON to supply the Goods.

Delivery Documents

- 16 (a) The Supplier must invoice UON promptly, followed by the monthly statements of account, where appropriate.
- 16 (b) The Supplier must dispatch packing lists, shipping documents and certified invoices to UON's office by direct mail or email on the day of shipment unless a different method or date of dispatch (or both) is agreed by UON.

Cancellations

- 17 (a) UON reserve the right to cancel this Purchase Order if the full amount of all Goods ordered is not delivered to its premises on or before the delivery date specified in this Purchase Order.

- 17 (b) The Supplier does not have and may not prosecute any claim whatsoever at law or in equity against UON if UON cancels the Purchase Order under the preceding sub-clause.

- 17 (c) The Supplier must, in addition to any other liability, pay the costs of removing the Goods from UON's premises, if UON cancels the Purchase Order under the paragraph 17(a) of this clause.

Responsibility

- 18 The Goods are at the Supplier's risk until delivered to the destination stated in this Purchase Order. Nothing in the conduct of UON or the transfer of property in the Goods (including delay that is or is not the fault of UON or of any person who represents UON) alters the incidence of risk under this clause.

Receipt of Notice

- 19 A notice, approval, or consent is taken to be received:
 - (a) If sent by a facsimile on a production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause;
 - (b) If sent by email, if confirmation of receipt is received, from the time stated in the confirmation receipt; and
 - (c) If given or served by hand, at the time of delivery.

Address for Notices

- 20 (a) The address and facsimile number of each party for the purpose of service of notices shall be as specified on the Purchase Order.
- 20 (b) For the purposes of this clause, each party must notify the other in writing of and change in its address (postal or email), or facsimile number as soon as is reasonably practicable following such change.

Severability

- 21 (a) Severability

Any provision of the Contract, which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of the Contract nor does it affect the validity or enforceability of that provision in any other jurisdiction.

- 21 (b) Negotiation in good faith

Where a provision is prohibited or unenforceable, the parties must negotiate in good faith to replace the invalid provision by a provision which is in accordance with the applicable law and which must be as close as possible to the parties original intent and appropriate consequential amendments (if any) will be made to the Contract.

Relationship of the Parties

- 22 (a) Nothing in this agreement shall constitute, or be deemed to neither constitute a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, the supplier, the agent or employee of UON.
- 22 (b) Subject to any express provisions to the contrary in this Agreement, the Supplier shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur or admit any liability, assume any obligation, whether express or implied, of any kind on behalf of UON or bind UON in any way save to the extent set out in the power of attorney of even date herewith or on the grounds that the proceedings have been brought in an inconvenient forum.

Law and Jurisdiction

- 23 This agreement shall be governed by and construed in accordance with the law applying in Western Australia. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (proceedings) each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Western Australia, the Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.