

**Carrisa Pty Ltd ATF Sam Minniti Family Trust  
Trading As  
Domination Homes, Zircon Projects & Minniti and Son Builders**

**General conditions of purchase order**

- 1 The Supplier must supply the goods described on the purchase order to the Builder at the price described in the purchase order.
- 2 Unless otherwise specified, the goods shall be new and of first class quality and comply with all relevant Codes and Standards.
- 3 Unless otherwise specified, the Supplier is responsible, at its own cost, for packaging and delivery to site.
- 4 The goods must be delivered on the dates within the times described on the purchase order or when directed by the Builder's supervisor, whichever is the earlier. Time is of the essence.
- 5 All goods must be delivered during the Builder's normal site hours. Before delivering the goods, the Supplier must advise the Builder's supervisor so that a delivery time can be allocated.
- 6 Title in the goods will pass upon delivery to the site or upon payment being made, whichever is the earlier.
- 7 Risk in the goods will remain with the Supplier until the Builder's supervisor has had an opportunity to inspect the goods after delivery to site.
- 8 If it is evident upon such inspection that the goods are not of the quality required by this purchase order, the Builder may reject those goods. In that event:
  - 8.1 the Supplier must, at its cost, collect the goods from site; and
  - 8.2 the Builder may, at its option, require the Supplier to deliver replacement goods or may engage another supplier to provide such goods. In the event the Supplier fails to collect defective goods within 7 days of being notified to do so, the Builder may dispose of them and they will be deemed to be of no worth.
- 9 Notwithstanding any inspection of goods upon their delivery to site, the Builder is entitled to assume that the goods are of the quality described on this purchase order. If upon their incorporation into the works it becomes evident that the goods are defective and require replacement, the Supplier will be liable for the cost of both replacing the goods and making good the works.
- 10 The Supplier warrants that it is registered for Australian Business Number purposes at each time a taxable supply is made. The Supplier indemnifies the Builder for any loss it suffers as a result of the Supplier not being registered for ABN purposes. On request by the Builder, the Supplier must produce evidence that it is registered.

- 11 All claims for payment by the Supplier must be in the form of a tax invoice required by the GST legislation after the goods that are the subject of the claim have been delivered and must quote the purchase order number. Unless the purchase order number is quoted on the tax invoice, the Builder has no obligation to pay.
- 12 Upon receipt of payment claim, the Builder will assess it and pay the amount it assesses as being due within the time specified as per the agreed terms or in the absence of such time, 30 days from end of month. To the extent of any shortfall in payment, the payment claim is disputed. The Builder will provide written reasons for any shortfall upon request. The Builder may backcharge and setoff the cost of rectification or reasonable compensation for any defect in the goods or for costs for delay in delivery of the goods.
- 13 If the Builder is of the opinion that the Supplier is not maintaining adequate supply or progress, the Builder may engage another supplier to complete all or part of the purchase order, in which case reasonable costs and expenses incurred by the Builder in doing so shall be deducted from the payment otherwise due to the Supplier.
- 14 The Builder may at any time prior to delivery cancel this purchase order. In that event the Supplier must use its best endeavours to sell the goods, or the items that will form part of the goods, to a third party and may only claim from the Builder any shortfall in the price it obtains for such goods/items.