

**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 and within the times described on the purchase order, or when directed by the Builder's supervisor with not less than 5 Business Days' prior written notice to the Supplier, 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, or such longer period as agreed between the parties, the Builder may dispose of them and the Supplier will not be entitled to payment for such goods.
- 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:
 - 11.1 be made after the goods that are the subject of the claim have been delivered;
 - 11.2 be in the form of a tax invoice as required by the GST legislation;
 - 11.3 be correctly dated;
 - 11.4 list the particular goods or services supplied;
 - 11.5 quote the purchase order number; and
 - 11.6 contain any other information required by the *Building and Construction Industry (Security of Payment) Act 2021 (WA) (the Act)*.
- 12 Compliance with clause 11 is a condition precedent to the Supplier's entitlement to be paid any amount in respect of a payment claim submitted by the Supplier to the Builder.
- 13 On receipt of a valid payment claim, the Builder will assess the claim and:
 - 13.1 if the Builder does not dispute the payment claim, pay the amount claimed within the time specified in the purchase order or, if no time is specified, within 25 Business Days after receiving the payment claim; or
 - 13.2 if the Builder disputes part or all of the payment claim, the Builder will:
 - 13.2.1 within 15 Business Days after receiving the payment claim, provide a payment schedule to the Supplier; and
 - 13.2.2 within 25 Business Days after receiving the payment claim, pay any amounts not in dispute.
- 14 For the purposes of these general conditions, "Business Day" means a day other than a Saturday, Sunday or public holiday or any other day that falls between 22 December in any year and 10 January in the following year (inclusive).
- 15 Any payment schedule issued by the Builder under clause 13.2 will:
 - 15.1 identify the invoice to which the payment schedule relates;
 - 15.2 state the Builder's determination, including for each item of the invoice:
 - 15.2.1 the amount which is not disputed and therefore payable; and
 - 15.2.2 the amount which is disputed and the reason(s) it is disputed.
- 16 The Builder may back charge and set-off the cost of rectification or reasonable compensation for any defect in the goods or services supplied or the cost of delay in delivery of the goods or the services.

- 17 If the Builder is of the reasonable opinion that the Supplier is not maintaining adequate supply or progress, the Builder will direct the Supplier in writing as to the steps to take to maintain supply or make up progress, and the Supplier must comply with such a direction. If the Supplier is unable to maintain supply, or make up the progress required, to meet the delivery date(s) specified in the purchase order within the time stated in the Builder's written notice (which shall be a period of not less than 5 Business Days), then the Builder may engage another supplier to complete performance of 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 or shall be a sum due and payable by the Supplier to the Builder.
- 18 The Builder may cancel this purchase order prior to delivery by giving the Supplier at least 5 Business Days' written notice. 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. If the Supplier is able to sell the goods, or the items that will form part of the goods, it may only claim from the Builder any shortfall in the price it obtains for such goods/items. If, despite its best endeavours, the Supplier is unable to sell the goods or items that will form part of the goods, then the Supplier will be entitled to claim:
- 18.1 the actual costs of such goods or items already in its possession, or any goods reasonably ordered prior to the date of the notice of termination which the Supplier must accept, but only where such goods or items will become the property of the Builder; and
- 18.2 if applicable, any other additional, unavoidable costs incurred by the Supplier as a direct result of the termination.