

Sarah Constructions Pty Ltd "Sarah" Purchase Order Terms and Conditions

1. Submitted invoices must quote the Purchase Order number issued by Sarah at all times, otherwise they will not be accepted for processing and payment. Only fully compliant tax invoices will be accepted for processing and payment. Sarah will determine the compliance of tax invoices in keeping with the legislation, A New Tax System (Goods and Services) Act 1999 and any relevant act or regulation subsequent to it.
2. Original invoices can be delivered by the following means only to the Sarah Constructions main office. In person, by post or by email to accounts@sarah.com.au. No other methods of delivery will be accepted. The cut-off date for receipt of invoices is the 5th day of the month, following the date of invoice. Invoices received after this date will be processed according to the date and month they are received.
3. Payment terms for invoices are 37 days after end of month following date of invoice, unless otherwise noted.
4. The Supplier when making supply to site or the offices of Sarah must comply with the current OHS&W document, OHS&W Requirements for Subcontractors, Suppliers, Trade Contractors and Separate Contractors Whilst Working on Sarah Sites (available at www.sarah.com.au – Tenders – OHS&W Terms & Conditions or by contacting the Sarah offices). The Supplier must also comply with any current OHS&W legislation applicable in the state where delivery/supply is made to Sarah.
5. The Supplier must ensure that its staff, sub-contractors, agents and equipment, are appropriately insured for the work they are performing. Including maintaining valid and current workcover, public liability and motor vehicle insurance policy(s).
6. The Supplier will be required to complete, submit and sign the Statutory & Contract Compliance Form and provide copies of insurance, workcover and licencing information to ensure the Supplier is appropriately licenced and insured.
7. All goods supplied by the Supplier will be fit for their intended purpose, meet the required specification and shall be in new condition free from defects. Items that are not new or do not conform to the specification required by Sarah's order will be returned at the Supplier's own cost and must be replaced with new and suitable materials as soon as possible or as directed by Sarah.
8. The Supplier must supply an order as per the Purchase Order directions in terms of quoted price, quantity, size and specification, time and date of delivery, location, contacting site prior and any other relevant directions contained in the order. Part or incomplete supply of an order will only be accepted, if acceptance is made in writing by Sarah and its employees. Variances in price shall be resolved by reference to the value specified in the Purchase Order, as agreed with the Supplier, prior to supply.
9. All goods supplied by the Supplier shall have free title and full legal ownership for the goods will pass to Sarah upon payment of the goods. The supplier shall not enter any premises of Sarah and reclaim goods without the written authorisation of the directors of Sarah. The Supplier shall be liable for any damages relating to an unauthorised entry and Sarah reserves all its rights, in seeking legal damages from the Supplier.
10. The Seller shall provide a warranty for goods as supplied to the satisfaction of Sarah, and this warranty will remain valid upon the goods being incorporated into building works or for any other purpose that Sarah sees fit. The Supplier will provide warranty documents to the owner of the building works when requested to do so by Sarah.
11. The Supplier indemnifies Sarah, its employees, agents, sub-contractors and representatives for any negligent acts or omissions that cause injury to persons or damage to property, as a result of the Supplier delivering, installing and in any other way effecting the supply of the goods. With this indemnity to be reduced proportionally to the extent that any negligent act or omission by Sarah contributed to the loss or liability.
12. The governing law that shall apply to this agreement and Sarah Sub-Contract is the laws of South Australia.
13. The Supplier warrants that the Supplier's product and services do not infringe any industrial or intellectual property rights of a third party, and will indemnify Sarah against any claims or costs from a third party relating to this clause.
14. The Supplier shall ensure and will indemnify Sarah that its staff, sub-contractors and agents have the necessary skills and competence required to deliver the Supplier's product and/or service to the level expected by the industry. Any re-work or repair required due to a failure of supply, delivery or installation, will be at the cost of the Supplier. With Sarah to require the rectification work to be performed by the Supplier within seven days of detection of a failure.
Otherwise Sarah will enforce the Supplier indemnity and engage others to perform the works and will invoice the Supplier for the cost.
15. The Supplier shall ensure that all goods being supplied to Sarah are insured for their full replacement value and that the responsibility for the insurance of the goods is only transferred to Sarah upon the safe and defect free delivery of the goods to a Sarah site or Sarah offices. Sarah will not accept deliveries that occur without its knowledge, and any Supplier goods delivered without Sarah staff in attendance will be at the financial and insurance risk of the Supplier.
16. Should the Supplier and Sarah come into dispute about the supply of a product or service. Senior representatives of each company will meet within 14 days of a written notice of dispute being issued by either party and attempt to resolve the issue. Should the meeting fail to resolve the issue, then the parties will proceed to arbitration, with the process to be undertaken within 35 days of the written notice. Either party will be entitled to bring the dispute before the courts if the dispute cannot be resolved by the process described above.
17. The Supplier shall not assign their supply obligations for any Purchase Order that has been issued and not fully completed, unless they receive written approval from Sarah management. Should the Supplier have a transfer of ownership, or change in structure, including an administrator, liquidator or manager being appointed, the Supplier is to advise Sarah in writing within seven days.
18. The Supplier shall indemnify Sarah for all its costs or for any claim made against it, for any act or omission by the Supplier that has the effect of breaching the conditions of this agreement.
19. The Supplier shall deliver its product or service in the timeframes specified by Sarah. Failure to meet the timeframes specified without reason or action to address the failure, will mean that Sarah will be entitled to cancel the order (and advise this in writing) and seek supply from elsewhere. With the Supplier to have no legal claim for compensation or re-stocking fee due to its failure to supply as specified.
20. Subject to the specific conditions nominated in the Purchase Order and any specifications, documents and drawings attached to it. This agreement is the entire agreement between the parties and supersedes all previous agreements, representations, correspondence or discussions in connection with the Purchase Order and the requirements of its supply. Delivery by the Supplier of goods or a service shall be taken by Sarah as acceptance of the terms and conditions of this agreement by the Supplier. This agreement cannot be modified by the Supplier without the written approval of Sarah, and until Sarah provide written confirmation on any change, any Supplier alteration is invalid in relation to this agreement.
21. Should a Purchase Order for goods or services by Sarah be no longer required due a change in the circumstances in a commercial contract that Sarah has with a third party, Sarah will advise the Supplier as soon as practical in order to assist the Supplier with re-allocating the supply items to other clients. The Supplier and Sarah shall work together to mitigate any loss to either party from the change in the Purchase Order requirement.
22. No rule of law or construction may be applied in the interpretation of the agreement to the disadvantage of one party on the basis that it was responsible for the preparation of this document or any part of it. Sarah may from time to time alter the terms and conditions of this agreement.
23. This agreement does not operate to exclude, restrict or modify any conditions or warranties that are covered in the Trade Practices Act 1974, and any other legislation that cannot be lawfully be excluded, restricted or modified by this agreement.
24. The Supplier in making its supply of goods or services shall ensure they are complying with all relevant laws and legislation in relation to the product or service supplied. This includes compliance with the current relevant Australian standard as applicable.
25. Any waiver of these terms and conditions by Sarah or any delay in applying a term or condition will not constitute an amendment to this agreement, with each term and condition to remain enforceable by Sarah, unless notified in writing to the Supplier.
26. The National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, August 2009 (Guidelines), apply to this project. By agreeing to undertake the works or to make a supply, you will be taken to have read and to agree to comply with the Code and Guidelines.
27. Where either party is subject to a force majeure event beyond the reasonable control of the party(s). The parties may agree to cancel an order(s) due to force majeure.