



KEABLES

Keables Pty Ltd

"The Original Bolt and Nut Specialists"

ACN: 094 528 613 ABN: 47 094 528 613

"Anything with a Thread"

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PURCHASE OF GOODS & SERVICES – TERMS & CONDITIONS

1. DEFINITIONS

In these terms and conditions:

Agreement means an agreement between the Purchaser and Supplier for the supply of Goods or Services constituted by an Order, these Conditions and any agreed variation;

Conditions mean these terms and conditions of purchase in this Agreement;

Goods means the goods described in the Order;

GST means any tax including any additional tax imposed on the supply of or payment for goods or services which is imposed or assessed under any GST Law;

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*, and all related and auxiliary legislation;

Loss means any loss, liability, costs (including legal costs as the higher of an indemnity or solicitor-client basis) or expense incurred by the Purchaser relating to this Agreement;

Order means the Purchaser's order, by post, fax, email, verbal or otherwise placed by any other means with the Supplier and includes always these Conditions whether expressly mentioned or not;

Purchaser means Keables Pty Ltd ABN 47 094 528 613 and any related body corporate or other related entity;

Representative of a party means that party's director, or authorised officer, employee or agent;

Services means the services described in the Order;

Specifications means any technical or other specification relating to the Goods or Services referred to in the Order and details of which have been supplied by the Purchaser or its Representative to the Supplier; and

Supplier means the person who sells the Goods or provides the Services to the Purchaser.

2. BINDING TERMS AND CONDITIONS

2.1 Entire Agreement

The entire Agreement between the Purchaser and the Supplier for the purchase of the Goods or Services by the Purchaser from the Supplier is:

(a) these Conditions at all times. These Conditions shall be deemed communicated to the Supplier by virtue of their being available to be viewed on our website at www.keables.com.au. Specific communication of these Conditions to the Supplier shall not be required for them to be operative. They are deemed automatically operative as soon as an Order is placed with the Supplier;

(b) any other terms and conditions (including Specifications) incorporated by reference in the Order;

(c) any other terms and conditions which are imposed by law and which cannot be excluded; and

(d) any agreed written variation.

2.2 Precedence

These Conditions shall apply to all contracts for the purchase of Goods or Services by the Purchaser from the Supplier to the exclusion of any terms and conditions or any other materials which the Supplier may purport to apply or which are endorsed upon any correspondence or documents issued by the Supplier irrespective of their date of communication to the Purchaser, except to the extent that the Supplier's terms and conditions are agreed to in writing and signed by the Purchaser. The Supplier may not rely on any representations by the Purchaser that are not included in the Agreement.

2.3 Acceptance

Acceptance of an Order by the Supplier constitutes acceptance in full of these Conditions.

3. PRICE

3.1 Price of Goods or Services supplied

The price specified in the Order is firm, and is not subject to increase. The price includes all costs of testing, inspection, labelling, packing and freight and delivery to and off-loading at the destination as specified in the Order.

3.2 GST

The price at which the Goods or Services are provided by the Supplier to the Purchaser includes (unless otherwise stated or agreed in writing) GST, if applicable.

3.3 Freight

Unless otherwise stated or agreed in writing the Supplier is responsible for freight and delivery to the destination as specified in the Order.

4. PAYMENT

4.1 Payment Terms

Payment for Goods or Services supplied by the Supplier to the Purchaser will be tendered 30 days from the last day of the month of the date of receipt by the Purchaser of a correctly rendered invoice or acceptance of the Goods by the Purchaser, whichever is the later, unless otherwise agreed.

4.2 Invoices

In addition to any other information specified in the Order or elsewhere in these Conditions, invoices must contain the following information: Purchase Order Number, Item Number, Description of Goods or Services, Sizes, Quantities, Weight, Unit Prices, GST Payable and Extended Totals. The Purchaser will accept no liability whatsoever for invoices which do not bear such information.

5. DELIVERY

The Goods must be received on the dates and at the destination specified in the Order. Time is of the essence. If the Supplier fails to meet any such delivery date, the Purchaser may, without limiting its other rights and remedies, cancel all or part of the Order. If the Purchaser has paid a deposit, it is entitled to be refunded in full to the Purchaser.

6. TITLE AND QUALITY

6.1 Title

Property in the Goods passes to the Purchaser on delivery.

6.2 Risk

The Supplier bears all risks of loss and damage to the Goods until final acceptance by the Purchaser in accordance with clause 6.3.

6.3 Final inspection and acceptance

Notwithstanding any prior inspections, usage or payments, all Goods shall be subject to:

(a) final inspection which may include measurement, testing or examination; and / or

(b) acceptance at the Purchaser's facility; and / or

(c) acceptance by the Purchaser's customer.

6.4 Acceptance and Rejection of Goods which comply strictly with the Agreement

Acceptance of Goods complying strictly with the Agreement, by the Purchaser will occur:

(a) on the date upon which the Purchaser notifies the Supplier in writing of acceptance; or

(b) automatically upon the lapsing of the 180 days after delivery to the Purchaser's facility and / or the Purchaser's customer's facility.

Where notice is given by the Purchaser of rejection of Goods complying strictly with the Agreement, the Supplier must notify the Purchaser in writing within 7 days of notice being given, of the Supplier's intentions regarding the rejected Goods. Failure by the Supplier to give such notice to the Purchaser within 7 days hereby empowers the Purchaser to deal with the Goods as though they do not comply strictly with the Agreement, as per 6.8.

Where notice is given by the Purchaser of rejection of Goods complying strictly with the Agreement, the Supplier must notify the Purchaser in writing within 7 days of notice being given, of the Supplier's intentions regarding the rejected Goods. Failure by the Supplier to give such notice to the Purchaser within 7 days hereby empowers the Purchaser to deal with the Goods as though they do not comply strictly with the Agreement, as per 6.8.

6.5 No Waiver

The Purchaser's acceptance does not waive rights. If the Purchaser accepts any Goods, this does not extinguish any of the Purchaser's rights if the Goods do not comply with a term of the Agreement.

6.6 Supplier's warranties

The Supplier warrants that the Goods:

(a) are safe;

(b) are free from encumbrances, defect or fault;

(c) are of merchantable quality;

(d) include appropriate and correct warning and instructions;

(e) are fit for the purpose for which purchased (as communicated by the Purchaser before the Order or as should be reasonably understood by the Supplier of the Goods who is experienced in such technical and specific matters relating to the Goods and the purpose they are intended for);

(f) comply with any drawings, representations, descriptions, samples, applicable standards or other specifications (including the Specifications) including quality, function, performance or design; and

(g) include any applicable Supplier's warranty that passes to the consumer from the Purchaser without liability to the Purchaser.

6.7 Supplier's Indemnities

The Supplier must indemnify the Purchaser against any Loss incurred by the Purchaser concerning a breach of warranty, representation or term of the Agreement.

6.8 Rejection of Goods where Goods do not comply strictly with the Agreement

The Purchaser may, at any time, reject any Goods which do not comply strictly with the Agreement. No time limit shall apply to the Purchaser's rights in this instance. Rejection of goods hereby empowers the Purchaser to;

(a) quarantine the rejected goods on the Purchaser's premises, or Purchaser's customer's premises, pending Supplier pick up of said goods, at Supplier expense, or ;

(b) dump, scrap or otherwise dispose of the goods, completely at Purchaser's discretion, in any way the Purchaser deems appropriate, or alternatively keep said goods for re work if deemed salvageable. The Purchaser may, at its sole discretion, offer the scrap value of the rejected goods to the Supplier, in lieu of returning rejected goods to the Supplier. Rejection of goods by the Purchaser's customer shall automatically be deemed rejection by the Purchaser of any goods supplied by the Supplier.

The Supplier is liable for all Loss incurred by the Purchaser due to the rejection of the Goods. The Seller agrees the Purchaser is not required to give the Seller notice of rejected goods where they do not comply strictly with the Agreement, prior to taking any of the actions in (a) or (b) above.

6.9 Supplier responsibility following rejection of Goods or Services

Once the Goods are rejected under 6.4 or 6.8, the Purchaser may require:

(a) in the case of either Goods or Services, the Supplier to refund or credit in full any payment within 7 days; or

(b) in the case of Goods, replacement of the Goods to the Purchaser's satisfaction; or

(c) in the case of Services, the re-supply of the Services.

Failure to comply with (a), (b) or (c) above shall empower the Purchaser to withhold any other monies due to the Supplier to the extent of the value of the rejected Goods. This short paid amount shall be deemed to satisfy the requirement for a credit or refund for rejected Goods as outlined in (a) above.

7. INSURANCE

7.1 Where the Purchase Order relates to the supply of services, the Supplier shall during the period of service maintain:

- (a) Workers Compensation insurance in accordance with the applicable law where the Services are being performed;
- (b) Public liability insurance for an amount no less than \$5 million for any single event; and
- (c) Professional Indemnity insurance for an amount no less than \$5 million for any single event (unless otherwise stated on the Purchase Order).

7.2 Where Purchase Order relates to the supply of goods, the Supplier shall during the period of service maintain;

- (a) Marine Cargo insurance to insure the goods in transit prior to risk passing to the Purchaser; and
- (b) Product Liability insurance in the sum of no less than \$5 million for any single event (unless otherwise stated on the Purchase Order)

8. INTELLECTUAL PROPERTY RIGHTS

The Supplier may sell Goods containing the Purchaser's intellectual property only to the Purchaser or as permitted by the Purchaser.

9. CONFIDENTIALITY

The Supplier agrees to keep confidential all of the Purchaser's information concerning or arising from the performance of the Order ("Information"). This clause does not apply to information which is lawfully obtained from a third party, is public knowledge, is already known or is otherwise independently developed by Representatives of the Supplier who have not been exposed to the Information.

Information remains the Purchaser's property

All Information supplied by the Purchaser remains the property of the Purchaser and may only be used by the Supplier in fulfilling its obligations under the Agreement. The Supplier must not disclose any information without prior written consent of the Purchaser.

10. WORK ON THE PURCHASER'S PREMISES

If any Services are to be performed on the Purchaser's premises, the Supplier must comply with all applicable environment, occupational health and safety laws and the Purchaser's then current safety and other applicable policies. The Supplier shall provide the Purchaser with a complete list of all chemicals, hazardous materials, and ingredients in the composition of goods used in the performance of the Services and a copy of the material safety data sheet for such chemicals and hazardous materials. The submission of such list by the Supplier shall not relieve the Supplier of exclusive responsibility for the safe transportation, use, storage and disposal of such materials prior to acceptance by the Purchaser. All chemicals and hazardous materials brought by the Supplier to the Purchaser's premises shall bear a label stating the identity of the chemical of material and the hazards associated therewith.

11. INDEMNITY AND RELEASE

The Supplier must defend, indemnify and hold the Purchaser, its affiliated companies and / or entities, and their Representatives and successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, loss, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from or in connection with:

- (a) the acts, negligence, omissions or wilful misconduct of the Supplier;
- (b) the Goods or Services supplied;
- (c) a breach of any of the Supplier's warranties or any other term of the Agreement;
- (d) the Supplier's negligent, unauthorised or wrongful acts or omissions with regards to the use or installations of hazardous materials;
- (e) a claim that any Goods or Services supplied to the Purchaser infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property interest of another; or
- (f) a claim of any lien, security interest or other encumbrance made by a third party.

12. TERMINATION

12.1 Without cause

The Purchaser may, at any time, terminate the Order, in whole or in part, without cause, upon written or verbal notice to the Supplier. Following upon any such termination the Supplier shall, to the extent specified by the Purchaser, stop all work on the Order, and cause its suppliers and subcontractors to stop work. Charges for any such termination of the Order will be limited to actual non-recoverable costs incurred by the Supplier which the Supplier can demonstrate were properly incurred prior to the date of termination. In no event shall such reimbursement include anticipated profits for undelivered Goods or unperformed Services. Any finished or unfinished goods at the time of termination of an Order shall become the property of the Purchaser only in the event of any payment already having been made by the Purchaser for said goods, by way of deposit or other payment in advance.

12.2 With cause

The Purchaser may terminate the Order, in whole or in part, if the Supplier:

- (a) fails to make delivery of the Goods or perform the Services within the time specified in that Order;
- (b) fails to replace defective Goods or Services in accordance with these Conditions;
- (c) fails to perform any other term specified in the Agreement; or
- (d) becomes insolvent, files or has filed against petition in bankruptcy, or makes an assignment for the benefit of creditors.

13. THE PURCHASER'S PROPERTY

All drawings, Specifications, artwork, data, material, supplies, equipment, tooling, dies, moulds, fixtures and patterns furnished or paid for by the Purchaser, shall be the Purchaser's exclusive property, and shall be used by the Supplier only in performance of the Order. Such property, while in the Supplier's custody and control, shall be held at the Supplier's sole risk and, upon the Purchaser's request, shall be returned to the Purchaser in good condition, normal wear and tear accepted.

14. CONFLICT MINERALS

By supplying to the Purchaser (Keables P/L), all our suppliers hereby declare their products contain no "conflict minerals" as defined by the relevant USA federal legislation, specifically section 1502 of the Dodd-Frank Wall Street Reform Act, whereby manufacturers who file certain reports with the Securities and Exchange Commission (SEC) are required to disclose whether the products that they manufacture or contract to manufacture contain "conflict minerals" that are "necessary to the functionality or production" of those products. "Conflict minerals" refers to gold, as well as tin, tantalum, and tungsten, the derivatives of cassiterite, columbite-tantalite, and wolframite, regardless of where they are sourced, processed or sold. The intent of these requirements is to further the humanitarian goal of ending violent conflict in the Democratic Republic of the Congo (DRC) and in surrounding countries, which has been partially financed by the exploitation and trade of conflict minerals.