

## TERMS AND CONDITIONS OF PURCHASE

**1. PARTIES**

The supplier acknowledges and agrees that the purchasing party to the contract for the supply of goods, services, and/or equipment pursuant to this Purchase Order is The Maryborough District Health Service (hereafter referred to as MDHS).

**2. TITLE AND RISK**

Title to and the risk in any goods or equipment hereby ordered shall pass to MDHS after physical delivery thereof is taken by MDHS and the goods have been inspected and accepted by MDHS.

**3. INSPECTION AND REJECTION**

All goods when delivered are accepted subject to subsequent inspection and MDHS may reject any defective goods or any goods not in accordance with the specification. Any payment made for goods prior to inspection shall not constitute acceptance thereof and the supplier shall refund to MDHS any payment made in respect of the goods including transportation costs, immediately on receipt of advice of rejection or at the option of MDHS, replace the goods. Rejected goods shall in all respects remain at the risk of the supplier.

**4. DELIVERY**

Subject to the following, deliveries shall be made as specified in this Purchase Order and MDHS shall not be liable to accept and pay for quantities in excess of that set out in the purchase order. MDHS accepts no responsibility for any goods delivered to locations or at times other than those specified on this order. A detailed delivery docket quoting this order must be supplied with the goods at the time of delivery. Supply Store Hours: 7.30 a.m.-3.00 p.m. Weekdays excepting Public Holidays.

**5. DRAWINGS ETC.**

All drawings, specifications and data furnished to the supplier remain the property of MDHS and shall not be disclosed or used except as required by this order. Upon the completion or other termination of the work under this Purchase Order the supplier will return all such drawings, specifications and data together with all copies thereof and shall make no further use either directly or indirectly of any information derived therefrom without MDHS's prior consent in writing. In particular all art work together with blocks and/or plates which have been prepared in connection with the supply of stationery or printed matter are the property of MDHS and are to be delivered to MDHS, should it so request.

**6. CANCELLATION**

MDHS shall have the right to cancel this Purchase Order or any undelivered part thereof if the supplier does not make deliveries strictly in accordance with the delivery schedule or commits any other breach of the terms thereof, becomes insolvent or commits an act of bankruptcy or being a company has a liquidator, receiver or official manager appointed. Such right of cancellation is in addition to and not in lieu of any other remedies which MDHS may have in law or equity.

**7. LIABILITY**

(a) The supplier warrants to MDHS that all goods supplied pursuant to this Purchase Order shall be of merchantable quality, of good material and work quality, fit for purpose intended and free from defects.  
(b) The supplier agrees to indemnify and keep indemnified MDHS against any claims, suits, actions or demands MDHS may receive from any person, persons, corporation or corporations in respect of the goods the subject of this Purchase Order which are due to, or based on, a breach or breaches by the supplier of sub-paragraph (a) above. Such indemnity is in addition to and not in lieu of any other remedies, which MDHS may have at law or in equity.

**8. GOVERNING LAW**

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Victoria and any legal proceeding pursuant to the terms and conditions shall be heard at Melbourne in the State of Victoria.

**9. CONFLICTING CONDITIONS OF SUPPLIER**

If any conditions contained in the supplier's quotation, acceptance of order or other documentation shall be contrary to or differ from the above conditions except where those conditions expressly contemplate such, all of these terms and conditions shall prevail. Acceptance of this Purchase Order and/or performance thereof shall be deemed to be acceptance of this condition notwithstanding that the acceptance of order or other documentation of the supplier may contain a condition similar in terms to this condition. Should the supplier be unable or unwilling to accept any of the conditions contained herein, then the Purchase Order should be returned, as acceptance of the order by the supplier will be taken by MDHS as an acknowledgment that these terms and conditions of purchase shall be incorporated into the contract between the parties as conditions of that contract.

**10. VARIATION**

These terms and conditions shall not be subject to modification or variation unless affected in writing or signed by a duly authorised representative of MDHS.

**11. MAINTENANCE**

All obligations in respect of maintenance of goods or equipment supplied and claims made under warranties shall be owed to, and shall be enforceable by MDHS.

**12. PACKING AND DELIVERY**

Unless otherwise agreed in writing, the cost of delivery, boxing, packing, crating and storage of goods or equipment supplied shall be borne and paid by the supplier.

**13. ADMINISTRATIVE REQUIREMENTS**

All quotations must contain the following basic information:

- the vendor's trading name, full address, ABN, Contact details and Direct Debit details;
- the manufacturer's name and country of origin;
- Australian content claimed (if duty is applicable specify tariff and duty rates);
- the item's detailed specification (use attachments as necessary);
- the unit price, discount delivery charges, amount of duty (if applicable) and settlement terms (if subject to foreign exchange variation, the original exchange rate and the unit of currency on which the calculation was made must be stated).

**14. ELECTRICAL EQUIPMENT**

All mains or battery powered electrical equipment must meet all applicable requirements for approval and test specifications of SAA standards AS/NZS 3000/3100/3200/3300 as amended plus supplementary standards.

**15. ACCESSORIES AND OPTIONS**

Standard accessories necessary for the complete and proper functioning of the equipment must be listed in the quotation and the cost of each accessory shall be specified. Accessories and options available for alternative functions must be listed individually with separate prices quoted for each.

**16. COMPLIANCE AND REGULATIONS**

All equipment must comply with the relevant requirements of Commonwealth, State or Local Government authorities and the Australian Standards Association. If the goods being supplied are toxic, poisonous or in other dangerous form, the labelling requirements of the Commonwealth Government and International Air Transport Association (IATA) "Dangerous Goods Regulations" must be followed. Restricted articles regulations shall apply.

Where the goods/services/equipment or other item supplied come within any part of the definition of "Medical Device" under the Therapeutic Goods Act 1989 (Cth) section 41DB, the supplier warrants and undertakes as a term of the contract of supply that the said goods/services/equipment or other item as actually supplied, at the time of the supply, are included in the Australian Register of Therapeutic Goods. The supplier agrees to provide written evidence of such inclusion in the Register of particular goods/services/equipment or other item prior to delivery upon request by the MDHS.

**17. MARKING**

Marking on each item of equipment supplied will be marked in a legible, indelible and irremovable manner with the following: -

- the manufacturer's name or registered trade mark;
- the vendor's name or registered trade mark, address and telephone number for service;
- the name or title of the equipment;
- the model number or name specific to the particular design;
- a serial number identifying the individual item of equipment (this requirement applies to each major item of equipment supplied to this specification, but not accessories).

**18. DOCUMENTATION**

All major equipment shall be supplied with an electronic copy of full operating instructions in English together with all necessary instructions for routine maintenance and service so as to ensure safe and effective use of the equipment. If a maintenance or warranty period is to be provided by the supplier, details must be provided. If installation is required of the equipment being supplied, the supplier shall provide all necessary details to allow that installation and specify what part or parts if any of the installation are included in the quoted price.

**19. PRICE**

The price stated on the order which is exclusive of goods and services tax is to remain firm and no variation will be accepted for any reason whatsoever, without the prior written approval of a duly authorised representative of MDHS in the form of a MDHS Purchase Order. The goods and services tax amount must be included by the supplier on a proper tax invoice in accordance with the "A New Tax System" (Goods and Services Tax) Act 1999 (Cth) and regulations.

**20. TERMS OF PAYMENT**

- Proper tax invoices are to be submitted to MDHS in accordance with the "A New Tax System" (Goods and Services Tax) Act 1999 (Cth) and regulations.
- Unless otherwise agreed in writing, payment is to be made 30 days from the date of the invoice.
- All Proper tax invoices must include the relevant MDHS Purchase Order number.

**21. SUPPLIER CODE OF CONDUCT**

21.1 The Victorian State Government's Supplier Code of Conduct is available at the Victorian Government Purchasing Board website:  
<https://www.buyingfor.vic.gov.au/supplier-code-conduct>.  
Updates and amendments to the Code will also be made available at this website.

21.2 The Supplier acknowledges that:

- the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
- the Supplier has read and will comply with the Supplier Code of Conduct; and
- the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the supplier, whether under this Agreement or at Law.

21.3 The appropriate handling of offers of gifts, benefits and hospitality is critical to earning and sustaining public trust. As such, Suppliers are expected not to:

- offer MDHS personnel gifts or benefits, either directly or indirectly; or
- take any action in order to entice MDHS personnel or obtain any unfair or improper advantage.