

Conditions of purchase (goods only)

This is the contract under which (subject to any variation agreed in writing) the Supplier supplies Goods to the Purchaser. Each time the Supplier accepts an Order for Goods from the Purchaser, then the Supplier accepts these conditions of purchase.

1. In these conditions of purchase:

"Conditions" means these conditions of purchase, which form the contract between the Purchaser and the Supplier for the supply of Goods.

"Goods" means the goods described in an Order.

"Order" means an order for Goods:

(a) made by a representative of the Purchaser to the Supplier; and

(b) accepted by a representative of the Supplier, either orally or in writing.

"Price" means the price for the Goods (including delivery) agreed between the Purchaser and the Supplier, being:

(a) the price described in the Order; or

(b) if no price is described in the Order, then the price set out in the most recent schedule of prices agreed between the Purchaser and the Supplier.

"Purchaser" means Office of Sport (ABN: 31 321 190 047) or registered trading name.

"Supplier" means the person or company to whom the Order is directed and who will supply the Goods to the Purchaser.

2. The Supplier agrees that:

(a) an Order is an offer by the Purchaser to the Supplier to purchase the Goods in accordance with the Order; and

(b) if the Supplier supplies the Goods to the Purchaser, it does so on the terms set out in these Conditions, unless otherwise agreed in writing by the Purchaser.

3. The Supplier must supply the Goods to the Purchaser:

(a) in accordance with the description;

(b) in the quantity;

(c) at the Price; and

(d) by the time (which time is of the essence), as described in the Order.

4. When supplying the Goods to the Purchaser, the Supplier must:

(a) show the name of the Purchaser's representative who made the Order on any invoice, packing slip or correspondence relating to the Order;

(b) deliver the Goods to the person at the address shown by the Purchaser in its Order, or to such other person as the Purchaser's representative directs; and

(c) ensure that the Goods are:

(i) properly packed for delivery;

(ii) fit for their intended purpose; and

(iii) manufactured using good new materials of merchantable quality, which are fit for their purpose and consistent with the nature and character of the Goods.

5. For each Order, the Purchaser will tell the Supplier whether it accepts the Goods, after the Purchaser has had an opportunity to inspect the Goods supplied. If the Purchaser accepts the Goods, title in the Goods will pass to the Purchaser.

6. If the Supplier does not supply the Goods in accordance with clauses 3 & 4 of these Conditions, then the Purchaser may, at its complete discretion:

- (a) accept the Goods, if the Purchaser tells the Supplier that it will do so; or
- (b) refuse to accept the Goods, in which case:
 - (i) the Purchaser will tell the Supplier to collect the Goods from it; and
 - (ii) the Supplier must do so immediately, at the Supplier's cost.

7. Subject to clause 8, if:

- (a) the Supplier has supplied the Goods in accordance with the Order;
- (b) the Purchaser accepts the Goods; and
- (c) the Supplier has issued a valid tax invoice to the Purchaser which reflects the terms of the Order,

the Purchaser will pay the Supplier the Price by electronic funds transfer by the end of the month following the month in which the Purchaser receives the valid tax invoice from the Supplier in accordance with clause 7(c).

8. The Purchaser may deduct from any moneys otherwise due to the Supplier any money due from the Supplier to the Purchaser or any claim which the Purchaser may have against the Supplier, whether under these Conditions, any other contract or agreement or otherwise at law.

9. The Price for all Goods supplied under an Order is inclusive of GST.

10. If the Purchaser does not make a payment by the time specified in clause 7, the Supplier should take the matter up with the accounts complaints officer (Mr Gary Halder) for the Purchaser who can be contacted on the telephone number (02) 8754 8824. The chief executive officer of the Purchaser may award penalty interest if the Purchaser does not make the payment by the time specified in clause 7.

11. The Supplier will bear the risk of and indemnify the Purchaser against:

- (a) any loss of or damage to the Goods until the Purchaser tells the Supplier that it accepts the Goods; and
- (b) after the Purchaser tells the Supplier that it accepts the Goods, any loss of or damage to the Goods arising from any non-compliance of the Goods with these Conditions.

12. The Supplier will indemnify the Purchaser against:

- (a) any loss of or damage to the property of the Purchaser (other than the Goods); and
- (b) any liability to or claims by a third party in respect of loss of or damage to property or injury to or death of persons, caused by or arising out of, or in any way in connection with the provision of the Goods by the Supplier.

13. The Supplier:

- (a) warrants that the supply of the Goods to the Purchaser will not infringe any patent, copyright, trade secret or other rights, whether proprietary, contractual or equitable, of any third party, in Australia or elsewhere; and
- (b) indemnifies the Purchaser for any loss, damage, cost, liability or expense arising out of any breach or claimed breach of this warranty.

14. The Supplier must not, without the prior written consent of the Purchaser, disclose to anyone else (including by way of advertising) the existence or details of any Order, unless

that disclosure is reasonably necessary to enable the Supplier to supply the Goods to the Purchaser.

15. These Conditions, and any Order made pursuant to them, are governed by the laws of New South Wales.

16. To the extent permitted by law, these Conditions constitute the entire terms agreed by the parties in relation to their subject matter and prevail over any written or other agreement of the parties including anything provided by the Supplier before, at the time, or after an Order is accepted.

17. The United Nations Convention for the International Sale of Goods does not apply to this contract.