

PURCHASE ORDER TERMS AND CONDITIONS

CNID-SC-0006



1. These Purchase Order ("PO") Terms and Conditions are to be read in conjunction with the Subcontract Agreement ("Agreement")
2. The Subcontractor will be required to complete, submit and sign the Agreement.
3. All submitted invoices must quote the PO number, Project Number and Location otherwise they will not be accepted for processing and payment.
4. Invoices will not be accepted for processing and payment if the Subcontractor has not supplied all handover documentation required and received notification of Completion of Works from Cablenet Industries.
5. 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.
6. All invoices are to be email to accounts@cablenetindustries.com.au and to the relevant Project Manager. No other methods of delivery will be accepted.
7. The cut-off date for receipt of invoices is the 2nd 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.
8. Payment terms for invoices are 30 days after end of month following date of invoice, unless otherwise noted and all requirements are met in this PO and Agreement.
9. Delivery by the Subcontractor of a service shall be taken by Cablenet Industries as acceptance of the terms and conditions of this PO by the Subcontractor.
10. Despite any other provision of the PO or Agreement, if Cablenet Industries gives the Subcontractor a Direction which, in the opinion of the Subcontractor, involves a Variation, other than a Direction which Cablenet Industries expressly acknowledges in writing involves a Variation, the Subcontractor shall, within five days of receipt of the Direction and in any event before complying with the direction notify Cablenet Industries in writing of the Subcontractor's estimate of the additional work necessary to give effect to the Variation (including any likely delay, extension of time and cost) and the date for completion. The Subcontractor shall not be entitled to any Claim or additional cost unless it strictly complies with this clause.
11. The Subcontractor shall not be entitled to any Claim or additional cost if the need for the Variation arises from the Subcontractor's own act or omission.
12. Subcontractors must ensure that its staff, subcontractors, 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) along with licencing, induction and training details which is to be provided to Cablenet Industries.
13. All services supplied by the Subcontractor 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 Cablenet Industries PO will be returned at the Subcontractor's own cost and must be replaced with new and suitable materials as soon as possible or as directed by Cablenet Industries.
14. The Subcontractor must supply the service in terms of quoted price, quantity, size and specification, time and date of delivery, location, and any other relevant directions contained in the Agreement.
15. The Subcontractor shall deliver its service in the timeframes specified by Cablenet Industries. Failure to meet the timeframes specified without reason or action to address the failure, will mean that Cablenet Industries will be entitled to cancel the PO (and advise this in writing) and seek supply from elsewhere. With the Subcontractor to have no legal claim for compensation due to its failure to supply as specified.
16. Cablenet Industries may reject a Subcontractor payment claim or nullify a previously approved Subcontractor payment approval, in whole or in part, as may reasonably be necessary to protect Cablenet Industries from loss or damage caused by Subcontractor's failure to:
 - a. Complete the scope of works as agreed in full;
 - b. Properly pay its subcontractors or suppliers; or
 - c. Promptly correct rejected, defective or nonconforming works.
17. The Subcontractor will guarantee the Works for a period of twenty-four months from the Date of Completion. During the Warranty Period, Cablenet Industries will notify the Subcontractor of any defects in the Works.
18. Any re-work or repair required either during works or within the warranty period will be at the cost of the Subcontractor within the time frame specified by Cablenet Industries. Otherwise Cablenet Industries will enforce the Subcontractor indemnity and engage others to perform the works and will invoice the Subcontractor for the cost of the rectification works.
19. The Subcontractor unconditionally and irrevocably agrees to indemnify and keep indemnified Cablenet Industries, its affiliates and any of its officers, employees and agents ("those indemnified") from and against any loss, damage, costs and expenses (including legal expenses) whatsoever and howsoever incurred by the Subcontractor, its employees, subcontractors, consultants or agents in relation to:
 - a. any breach of and/or default under this PO or Agreement by the Subcontractor; or
 - b. any action, omission or failure to act by the Subcontractor in providing or attempting to provide the Works however so arising; and
 - c. otherwise arising from the Subcontractor's work under this contract.
20. The Subcontractor warrants that the Subcontractor's services do not infringe any industrial or intellectual property rights of a third party and will indemnify Cablenet Industries against any claims or costs from a third party relating to this clause.
21. The Subcontractor shall ensure and will indemnify Cablenet Industries that its staff, subcontractors and agents have the necessary skills and competence required to deliver the Subcontractor's service to the level expected by the industry.
22. Should the Subcontractor and Cablenet Industries come into dispute about the supply of a service, either party shall give the other a written notice of dispute adequately identifying and provide the details of the dispute.
23. The Subcontractor shall indemnify Cablenet Industries for all its costs or for any claim made against it, for any act or omission by the Subcontractor that has the effect of breaching the conditions of this PO or Agreement.
24. This PO cannot be modified by the Subcontractor without the written approval of Cablenet Industries General Manager, and until Cablenet Industries provide written confirmation on any change, any Subcontractor alteration is invalid in relation to this PO.
25. Should a PO for services by Cablenet Industries be no longer required due a change in the circumstances in a commercial contract that Cablenet Industries has with a third party, Cablenet Industries will advise the Subcontractor as soon as practical.
26. Cablenet Industries may from time to time alter the terms and conditions of this PO.
27. The Subcontractor in making its supply of services shall ensure they are complying with all relevant laws and legislation in relation to the services supplied.
28. Any waiver of these terms and conditions by Cablenet Industries or any delay in applying a term or condition will not constitute an amendment to this PO, with each term and condition to remain enforceable by Cablenet Industries, unless notified in writing to the Subcontractor.
29. 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 PO due to force majeure.