



Vendor/Sub-Contractor Terms & Conditions

1. The goods or services are to be delivered to our works or depots as ordered. They must be delivered in good order and condition and exactly in accordance with our Order or any Specification mentioned in our order.
2. Goods or services described in our order will not be accepted until the company has, within a reasonable period after delivery, inspected and tested the same.
3. We reserve the right for us or our customer to verify at source, or upon inspection in our works; the purchased product conforms to the specified requirements. Such verification does not absolve the supplier of the responsibility to provide an acceptable product nor shall it preclude subsequent rejection.
4. No charge will be allowed for wrapping, containers, boxing or cartage, unless stated herein.
5. All articles shall be suitably packed or otherwise prepared for transportation so as to secure the lowest transport and insurance rates and in accordance with carrier's requirement.
6. No delivery charges will be accepted unless the Transport Company nominated by Hofmann Engineering Pty Ltd is carrying the goods.
7. The parties have agreed to the delivery dates established on the purchase order. We may at our sole discretion agree to accept deliveries after the date established on the purchase order. We may in such an instance hold Seller responsible for all costs occasioned to us as a result of late delivery which may include any reasonable additional cost to us resulting from expediting shipment. Any such acceptance of late deliveries shall be at such reduction in price as is equitable under the circumstances unless such late delivery arises out of causes beyond the control and without the fault or negligence of Seller and or the selected contractor. Acceptance of late deliveries shall not relieve Seller of the obligation to make future deliveries in accordance with the delivery schedule established within the purchase order. Notwithstanding the above, we reserve the right to cancel our order or any part thereof in the event of late deliveries.
8. All tools, gauges, jigs and other equipment, drawings and specifications supplied to the Seller by Purchaser or manufactured or purchased by the Seller solely for the purpose of manufacturing the goods hereby ordered shall be the sole property of the Purchaser.
9. All our property such as is mentioned in Clause 8 hereof must be fully insured by the acceptor of our Order against all risk of whatsoever nature until they have been received back by us.
10. Title to goods passes to us upon payment of contract price. Where progress payments are made then title to the materials and labour costs passes to us. Risk shall remain with you until delivery of goods to the nominated delivery point.
11. By accepting our Order the Seller agrees to indemnify the Purchaser against all suits, costs and expenses in respect of any bodily injury to persons and/or loss of or damage to property, actual infringement of any letters, patent, trademarks or process of manufacture in respect of the articles hereby ordered. If a judgement of a court competent jurisdiction is obtained in respect of any such infringement the purchaser may forthwith cancel our contract.
12. Payment terms: 45 days proxy from end of month in which goods or services received unless specifically agreed to in writing. Subject to conditions 1-11.
13. By accepting our Order, the Seller agrees that the Order will be governed in accordance with the laws of Australia and the parties submit to the jurisdiction of the courts of Western Australia.