

## **Brisbane Markets Limited Purchase Order Terms and Conditions v 1.2**

1. These Terms and Conditions apply to all purchases made by Brisbane Markets Limited ("BML") from the Service Provider ("You"), collectively known as "The Parties".
2. The parties' relationship is one of principal and independent contractor.
3. The Service Provider and any of its employees, sub-contractors and agents are not entitled to any payments or benefits from BML other than those provided for in this Order.
4. Unless expressly authorised by BML in writing, and then only strictly in accordance with the written authorisation, the Service Provider does not have the right or authority to act on behalf of, or bind BML, and will not indicate to any third party that it has any such right or authority.
5. The Service Provider must not sub-contract, assign, transfer or novate all or any part of its rights or obligations in this Order without the prior written consent of BML.
6. All monetary references are to Australian currency (AUD). Unless stated otherwise all monetary references are exclusive of Goods and Services Tax (GST).
7. The Purchase Order number is to be quoted on all parcels, delivery dockets, invoices and other correspondence relating to the Purchase Order.
8. These Terms and Conditions are taken to be accepted if BML places a written Order with the Service Provider and the Service Provider supplies the Goods and/or Services described in the Order or otherwise signifies agreement to supply the Goods and/or Services described in the Order.
9. Any variation of these Terms and Conditions must be in writing and accepted by an authorised officer of BML.
10. The Service Provider must supply the Goods and/or Services by the due date specified in the Order or, if no due date is specified, in a timely manner.
11. If the Order is for Goods the Goods must be delivered to the location specified in the Order, and marked to the attention of the person placing the Order in a new, unused and undamaged condition, packaged and labelled in accordance with all legislated requirements, in a way to prevent damage during transport and delivery, accompanied by all necessary certificates of conformance, etc as required by law and in accordance with any applicable Australian Standards.
12. If the Goods Ordered are, or include, hazardous Goods as defined by the Work Health and Safety Regulation 2011, the Service Provider must supply with the Goods a Safety Data Sheet (as defined by and complying with that Regulation), ensure that the goods are marked with international danger symbols and display the name of the hazardous materials in English and accompanied by emergency material in English in the form of written instructions, labels or warnings, comply with all legal duties as the Service Provider of the hazardous Goods, and inform BML, prior to delivery, of any special requirement in the transport, packaging, storage, handling or use of the Goods.
13. The Goods Ordered shall be at the Service Provider's risk until delivered to BML.
14. Receipt of the goods by BML will not constitute acceptance of the Goods. BML will be taken to have accepted the Goods upon giving notice to the Service Provider of the acceptance of the goods or by making payment for the Goods.
15. Should the Goods fail to meet the required standard in any way, BML shall reject the Goods (even after acceptance of the Goods) and title shall revert to the Service Provider.
16. If BML rejects any of the Goods the Service Provider must, upon BML's request and at no cost to BML, remove the Goods from the Site within 10 Business days of being notified of the rejection and immediately refund BML any payment made for the Goods or replace the Goods within a reasonable time or rectify the Goods within a reasonable time.
17. If BML rejects any Goods and the Service Provider fails to address the matter as described in clause 16 above, BML may exercise a lien over the rejected Goods to cover all costs associated with the rejection and either sell the rejected Goods or have the rejected Goods delivered to the Service Provider's premises, at the Service Provider's expense.
18. BML shall be responsible to make payment only on those Goods that have not been rejected, or where they have been rejected, for Goods that have been replaced or rectified to the satisfaction of BML.
19. The Service Provider warrants that all Services requested in the Order shall be supplied promptly and with due care, skill, competence and diligence in accordance with all of BML's reasonable requirements and directions, and in accordance with all relevant Standards and Legislated Requirements.
20. In providing Services to BML the Service Provider must act in good faith, supply all resources including personnel, premises, plant and equipment necessary for the proper supply of the services, comply with the Brisbane Markets Regulations (available at [www.brisbanemarkets.com.au/bml/tenant-information/](http://www.brisbanemarkets.com.au/bml/tenant-information/) while on Site; and ensure all personnel complete BML's induction program within the twelve month period prior to commencing work on Site.
21. Should any Service provided by the Service Provider fail to meet the required standard in any way, BML shall reject the Service and require the Service Provider to promptly supply the rejected Service or part of the Service again, or promptly rectify the defects in the Service provided, at no cost to BML.
22. All Goods and/or Services shall be covered by a warranty for the longer of either the manufacturer's warranty, or 12 months from BML's acceptance of the Goods/Services, or any warranty period stated in the Service Provider's Offer, or any warranty period required by legislation.
23. BML shall be responsible to make payment only on those Services that have not been rejected, or where they have been rejected for Services that have been re-performed to the satisfaction of BML.
24. Invoices are to be submitted in arrears, via email to [accounts@brisbanemarkets.com.au](mailto:accounts@brisbanemarkets.com.au).
25. BML shall not be obliged to pay the Service Provider any part of the Price prior to the Service Provider supplying the Goods and/or Services for which it is requesting payment, and submitting a Correctly Rendered Invoice. A Correctly Rendered Invoice is an invoice which is a tax invoice under A New Tax System (Goods and Services Tax) Act 1999, identifies the Goods and/or Services for which payment is being invoiced, correctly calculates the amount payable, correctly identifies, where applicable, the time spent by persons involved in providing Services, clearly identifies the amount owing ex GST and any amount of GST payable and specifies the correct Purchase Order number. The Service Provider must promptly provide any additional information or documentary evidence pertaining to an invoice as may be required by BML.
26. An approved, Correctly Rendered Invoice shall be paid via Electronic Funds Transfer (EFT) within 30 days of receipt of the invoice, less any amount the Service Provider owes to the Principal and which is more than 30 days past the due date for payment. An additional administration fee may also be applied to all overdue amounts payable by the Service Provider, and this amount may also be offset against any invoice payable by the Principal to the Service Provider.
27. Payment of money to the Service Provider does not constitute an admission by BML that the Goods and/or Services have been accepted.
28. To the full extent permitted by law, the Service Provider shall not be entitled to any interest or charge for extending credit or allowing time for the payment, even if BML does not make payment by the due date.
29. The Service Provider and their employees must not at any time use or disclose to another party, any information contained in the Order except with the prior written permission of BML, or where it is strictly necessary so that the Service Provider can perform its obligations to fulfil the Order; or for the purpose of disclosure only, where the party is obliged to do so by a court or Government Body.
30. The Service Provider must hold and maintain adequate workers' compensation, public liability and (if relevant) product liability and professional indemnity insurances. A copy of such insurance must be provided immediately upon BML's request.
31. The Service Provider must ensure that they and all their employees and sub-contractors associated with provision of Goods and/or Services to BML maintain, at no cost to BML, currency of any licenses, authorities, certificates, registrations, or permits required for the lawful provision of the Goods and/or Services. A copy of such licences must be provided immediately upon BML's request.
32. The Service Provider must comply with all legal requirements in connection with the supply of Goods and /or Services.
33. If the Service Provider breaches any of these Terms and Conditions, BML may cancel the Order without liability to the Service Provider, in addition to exercising any other rights and remedies arising from the breach.
34. BML is collecting Service Provider's personal information for the purpose of evaluating Offer submissions and administering any subsequent Order. BML will not normally disclose personal information to any other party unless required to do so by law or the Service Provider has given their consent. By accepting these Terms and Conditions, the Service Provider shall be deemed to have given BML consent to manage their personal information in the manner described in this collection notice.