



Standard Terms and Conditions

1. General

1.1 These are the terms and conditions referred to in the purchase order.

When terms and conditions apply

1.2 These standard terms and conditions (standard conditions) apply to any contract entered into by issuing a purchase order to the nominated supplier (the supplier), whether as an offer or acceptance of an offer (the contract), where that purchase order refers to the standard terms and conditions.

2. Interpretation

2.1 In these standard conditions:

Goods means any material, plant, item or equipment specified in the order.

Property includes every type of right, interest or thing which is legally capable of being owned and includes, but is not restricted to, physical goods, equipment and real property, as well as intangibles such as intellectual property, contract options and goodwill.

Supplies means property and/or services as the context requires.

2.2 Headings are not part of these standard conditions.

Conditions to prevail

2.3 Subject to clause 6, these standard conditions will prevail in any conflict between them and the terms of any offer or acceptance by the customer.



3. Special conditions

3.1 The contract conditions include any special conditions referred to in the purchase order and if any such special conditions are inconsistent with these standard conditions, the former will, to the extent of this inconsistency, prevail.

4. Packing

4.1 Goods must be packed with the minimum of packaging material so as to ensure its safe delivery. Environmentally friendly packaging material shall be used where practicable.

5. Delivery

Time, place and manner

5.1 Subject to clause 9, delivery of the goods must be made at the time, place and in the manner specified in the purchase order.

Failure to comply with the advised transport mode may render a cost variation at the supplier's expense.

Later delivery

5.2 Lama Hire can specify in writing a later time for delivery.

Documentation

5.3 Either a delivery docket, packing note or invoice is to be emailed with all deliveries made, quoting the purchase order number, quantity dispatched and description of the supplies.

6. Quality

6.1 The goods must be free from defects in materials and workmanship and at least of merchantable quality.

6.2 Lama Hire is not liable to pay for:

☐ rejected goods

☐ goods damaged by inspection



or

☐ costs associated with inspection or rejection.

a) replace or repair,

or

b) remove the rejected goods and refund payment of the rejected goods.

7. Responsibility of property

7.1 Responsibility of, and risk of loss of or damage to the goods, passes to the customer upon delivery.

8. Warranty

Correction

8.1 If the customer gives reasonable notice of any defect or omission discovered in the goods during any hire period, the supplier must correct that defect or omission without delay and at no cost to the customer.

9. Payment

Due upon order, prior to delivery

10. Invoice

An invoice will be correctly rendered if it is addressed in accordance with the purchase order, identifies the purchase order number, is a tax invoice for GST purposes and is, where explanation is necessary, accompanied by documentation substantiating the amount claimed.

11. Assignment

11.1 The customer must not, without the suppliers consent in writing,



rehire the whole or any part of the goods of the supplies.

12. Termination

12.1 If the supplier:

- a) fails to deliver the goods by the date required by the contract
- b) is in breach of any other material term of the contract

the customer can, without prejudice to any other rights and remedies terminate the order in whole in writing to the supplier.

12.2 On such termination Lama Hire can:

- a) refund payment for the order.

13 Price

13.1 The contract price for the supplies includes:

- a) all taxes, duties and other imposts for which the supplier is liable
- b) all insurance costs
- c) all amounts payable for the use (whether in course of performance of the services or their enjoyment) of patents, copyright, registered designs, trademarks and other intellectual property rights
- d) all charges for performances of the services.
- e) all charges for delivery, service and cleaning (excluding extra delivery fees)

14. Refunds

14.1 Refunds are subject to circumstance of hire, in the case of a break hire Lama Hire holds the right to determine suitable actions and withhold any amount necessary for costs incurred to the supplier.

14.2 Costs include delivery, pick up, cleaning, servicing and general labour associated with the order.