# ****PARTIES****

The supplier acknowledges and agrees that the parties to the contract for the supply of goods and/or equipment pursuant to this Purchase Order (“goods”) are EASTERN HEALTH and the party named as the supplier for the order.

# ****TITLE AND RISK****

Title to and the risk in any goods hereby ordered shall pass to EASTERN HEALTH after physical delivery thereof is taken by EASTERN HEALTH and the goods have been inspected and accepted in writing or electronically by an authorised representative of EASTERN HEALTH.

# ****ACCEPTANCE OF GOODS****

All goods when delivered are accepted subject to any subsequent inspection and EASTERN HEALTH may reject any defective goods or any goods not in accordance with the specification. Any payment made for goods prior to inspection shall not constitute acceptance thereof and the supplier shall refund to EASTERN HEALTH any payment made in respect of the goods rejected by EASTERN HEALTH immediately on receipt of advice of rejection, or, at the option of EASTERN HEALTH, replace the goods. Rejected goods shall in all respects be at the risk of the supplier.

# ****DELIVERY****

Subject to the following, deliveries shall be made as specified in this Purchase Order and EASTERN HEALTH shall not be liable to accept and pay for short/incorrectly shipped goods or for quantities in excess of that set out in the purchase order. EASTERN HEALTH accepts no responsibility for any goods delivered to locations or at times other than those specified on this order.

Stores Hours: 7.00am - 3.00pm weekdays, excepting Public Holidays.

If the supplier is unable or unwilling to meet the required delivery times, EASTERN HEALTH will be free without being liable to the supplier in any way to obtain the goods from an alternative source.

# ****DRAWINGS, ETC****

All drawings, specifications and data furnished to the supplier remain the property of EASTERN HEALTH and shall not be disclosed or used except as required by this order. Upon the completion or other termination of the work under this Purchase Order the supplier shall, on demand, return all such drawings, specifications and data together with all copies thereof and shall make no further use either directly or indirectly of any information derived therefrom without EASTERN HEALTH's prior consent in writing. In particular all art work together with blocks and/or plates which have been prepared in connection with the supply of stationery or printed matter are the property of EASTERN HEALTH and are to be returned on request.

# ****CANCELLATION****

EASTERN HEALTH shall have the right to cancel this Purchase Order or any undelivered part thereof if the supplier does not make deliveries strictly in accordance with delivery instructions on the order or commits any other breach of the terms thereof, becomes insolvent or commits an act of bankruptcy or being a company has a liquidator, receiver, administrator or official manager appointed. Such right of cancellation is in addition to and not in lieu of any other remedies which EASTERN HEALTH may have in law or equity.

# ****LIABILITY****

1. The supplier warrants to EASTERN HEALTH that all goods supplied pursuant to this Purchase Order shall be safe, of merchantable quality, of good material and workmanship, reasonably fit for purpose intended and free from defects.
2. The supplier further warrants that it has the right to sell the goods at the time when title to the goods passes to EASTERN HEALTH; that on delivery, the goods will be free from any charge or encumbrance in favour of any third party; and that the supply of the goods does not infringe the rights of any other person or entity, including intellectual property rights.
3. The supplier shall indemnify and keep indemnified EASTERN HEALTH against any losses, expenses, claims, suits, actions or demands arising from or in respect of the goods the subject of this Purchase Order. Such indemnity is in addition to and not in lieu of any other remedies which EASTERN HEALTH may have at law or in equity.

# ****GOVERNING LAW****

These terms and conditions shall be governed in accordance with the laws of the State of Victoria and any proceeding shall be heard at Melbourne in the State of Victoria.

# ****CONFLICT WITH CONDITIONS OF SUPPLIER****

If any conditions contained in the supplier's quotation, acceptance of order or other documentation shall be contrary to or differ from these terms and conditions, these terms and conditions shall prevail. Acceptance of this Purchase Order and/or performance thereof shall be deemed to be acceptance of this condition notwithstanding that the acceptance of order or other documentation of the supplier may contain a condition similar in terms to this condition. Should the supplier be unable or unwilling to accept any of the conditions contained herein, then the Purchase Order should be returned.

# ****VARIATION****

These terms and conditions shall not be subject to modification or alteration unless affected in writing and signed by a duly authorised representative of EASTERN HEALTH.

# ****MAINTENANCE****

All obligations in respect of maintenance of goods or equipment supplied and claims made under warranties shall be owed to, and shall be enforceable by EASTERN HEALTH.

# ****PACKING AND DELIVERY****

Unless otherwise agreed in writing, the goods or equipment will be delivered Free in Store (FIS) with the cost of delivery and packaging including boxing, packing, crating, cartage and storage shall be borne and paid by the supplier.

The supplier must bear the costs of insuring the goods under a “goods in transit” policy with a reputable insurer authorised under the Insurance Act 1973 (Cth).

# ****ADMINISTRATION REQUIREMENTS****

## All delivery dockets, invoices, packages and correspondence must display the purchase order number quoted by the EASTERN HEALTH purchasing officer. Invoices that do not display a purchase order number will not be paid by EASTERN HEALTH.

## All delivery dockets and invoices must contain the following basic information:

1. The vendor's name and address;
2. The item's detailed specification; and
3. The unit price, total price and any discount.

# ****ELECTRICAL EQUIPMENT****

It is a condition that mains or battery powered electrical goods must meet all applicable requirements for the approval and test specifications of SAA standards AS3000, AS3100 and AS3200.1 part 2 plus supplementary standards AS3269, AS3300 and AS3551 and any other relevant Australian Standard. Unless otherwise agreed in writing all electrical and/or electromedical goods must be supplied with comprehensive technical documentation, including relevant operating manuals, electrical circuits, schematic diagrams and service manuals.

# ****ACCESSORIES AND OPTIONS****

Standard accessories necessary for the complete and proper functioning of the goods must be listed in the quotation and the cost of each accessory specified. Accessories and options available for alternative functions must be listed individually with separate prices quoted for each.

# ****COMPLIANCE AND REGULATIONS****

All goods must comply with the relevant requirements of the Australian Standards and all legislation which regulates their manufacture and supply. If the goods being supplied are toxic, poisonous or in any other dangerous form, the requirements of the Australian Code of Transport of Dangerous Goods and IATA restricted articles regulations shall apply.

# ****MARKING****

Marking on each item of goods supplied shall be legible, indelible and irremovable, with the following:

1. the manufacturer's name or registered trade mark;
2. the vendor's name or registered trade mark, address and telephone number for service;
3. the name or title of the goods;
4. the model number or specific name to the particular design; and
5. a serial number identifying the individual item of goods (this requirement applies to each major item of goods supplied to this specification, but not accessories).

# ****DOCUMENTATION****

All major equipment shall be supplied with two copies of full operating instructions in English together with all necessary instruction for routine maintenance and service so as to ensure safe and effective use of the equipment. If a maintenance or warranty period is to be provided by the supplier details must be provided. If installation is required of the equipment being supplied, the supplier shall provide all necessary details to allow the installation and specify what part or parts if any of the installation are included in the quoted price.

# ****PRICE****

The price stated on the order is the final, concluded price and no variation will be accepted for any reason whatsoever without the prior approval of a duly authorised representative of EASTERN HEALTH prior to delivery of the goods.

# ****TERMS OF PAYMENT****

Invoices are to be submitted to EASTERN HEALTH and, unless EASTERN HEALTH advises the supplier of a dispute in relation to the invoice, payment shall be made within 45 days of the end of the calendar month of the date of the invoice.

The supplier warrants that it is registered or will be registered for Australian Business Number and for GST purposes at each time a taxable supply is made.

# ****RECORDS****

The supplier must keep the following records and accounts for at least 7 years after the goods have been delivered:

## orders for the goods which have been made by EASTERN HEALTH, and

## records of defective goods, goods that were not of merchantable quality, goods that did not meet the specifications and goods that were packaged incorrectly.

# ****INSURANCE****

Prior to delivering the goods to EASTERN HEALTH, the supplier must effect and maintain public liability and product liability insurances which are necessary to indemnify EASTERN HEALTH against any liability which the supplier may incur under these terms and conditions.

# ****SUPPLIER CODE OF CONDUCT****

## The Victorian State Government's Supplier Code of Conduct is available at the Victorian Government Purchasing Board website: <https://www.buyingfor.vic.gov.au/supplier-code-conduct>. Updates and amendments to the Code will also be made available at this website.

## The supplier acknowledges that:

1. the Supplier Code of Conduct is an important part of the EASTERN HEALTH’s approach to procurement and describes the EASTERN HEALTH’s minimum expectations regarding the conduct of its suppliers;
2. the supplier has read and aspires to comply with the Supplier Code of Conduct; and
3. the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the supplier, whether under this Agreement or at Law’.