

1. In these terms –
 - “contract documents” means the Purchase Order (including these terms) and any relevant drawings and specifications and any other relevant contractual paperwork generated by us or acknowledged by us as forming part of the contract or contract conditions.
 - “we”, “our”, “us” means BluScape Commercial Landscaping Pty Ltd
 - “work” includes services of any kind.

Terms applying if goods are to be supplied

2. Goods supplied must be free from all defects, of merchantable quality and fit for purpose. They must also comply with any samples provided and with all requirements of the contract documents.
3. Packing slips must accompany all deliveries.
4. Except as otherwise provided in the contract documents, you are responsible for all packing and freight charges.
5. If goods are shipped or freighted to us, you must inform us immediately they are sent, and tell us how they will be routed.
6. Risk passes on delivery. You are responsible for any loss, damaged or deterioration to the goods prior to that time. You must insure them up until that date.

Terms applying if work is to be carried out

7. Work must be carried out in a prompt, proper professional, businesslike, competent and careful manner, and in accordance with the contract documents and any applicable statutory requirements.
8. If we request it, you must rectify any substandard work done, or any damage caused by you.
9. You must carry out any variations to the work immediately we issue a written order for them. You will be paid for each variation at the price or rate agreed between you and us or, in default of agreement, at a fair and proper charge for such variation. You must provide us with full details and documents to substantiate any charge claimed by you for a variation. Otherwise you must not perform any work beyond the scope of the contract documents.

Payment

10. If the contract between us and our principal or customer provides for progress payments, then claims and payments must be made at the same time in the same manner and with the same retention as is provided in that other contract.
11. Subject to the preceding clause, all invoices and progress claims must be received by us by the 22nd day of the month. Otherwise, they will be processed in the following month. All invoices and claims shall be emailed to accounts@bluscape.com.au or mailed to PO Box 3019 Port Adelaide SA 5015.
12. Payments shall be made 30 days from the end of month in which the invoice is received unless otherwise agreed.
13. Except for expenses specifically payable or refundable by us under the contract documents none of your expenses in connection with carrying out this Purchase Order are payable by us.
14. No claim for rise and fall will be accepted to the extent the contract documents permit it.

Time

15. Goods must be supplied on the date or dates specified in the contract documents. If we require it, you must at your cost hold goods in store until specified delivery dates.
16. You must start carrying out work by any date or dates specified in the contract documents. If none is specified, you must start carrying it out within seven days after we request it.
17. You must finish any work by any date or dates specified in the contract documents. If no finish date is specified, you must carry out the work promptly, and at appropriate times, and otherwise as reasonably required by us.
18. Also, work shall be carried out by you in accordance with any program provided by us.
19. If you fail to deliver goods, or fail to start, continue and finish carrying out work, as required by the contract documents, you are liable to pay us all costs, expenses, claims on or losses of ours which result. Also, we may cancel the Purchase Order without prejudice to any other rights or remedies we may have, and without being liable for any cancellation charges.

Other Terms

20. Whenever you are obligated to deliver, use, erect or install structures, constructional plant, materials or equipment, then hoisting and offloading at site are your responsibility and cost, unless the contract documents state otherwise.
21. All goods and work are subject to inspection and test by us at times we nominate.
22. You are responsible to take out relevant insurance cover, and pay all Work Cover levies, to cover against claims by your workers, agents or contractors. You indemnify us against any such claims which may be made against us by them.

Miscellaneous

23. You must put our Purchase Order number on all correspondence, invoices, packing slips or other documents provided by you to us.
24. You must not incur any expense or liability on our behalf without our prior written consent.
25. We may cancel this Purchase Order immediately if at any time you-
 - a) In a serious manner prejudicially affect us or our business.
 - b) Commit an act of bankruptcy or, if a corporation, come under external administration or
 - c) Commit any breach of the contract documents.
26. The party's relationship is that of principal and independent supplier or contractor. No joint venture, partnership, employer / employee or other relationship exists between them.
27. You may not sublet this Purchase Order, or subcontract any work, without prior written consent.
28. You indemnify us against any liability, claims, damage, loss or injury sustained by or made against us by reason of any act or omission of yours or your workers, agents or contractors in the course of the carrying out this Purchase Order.
29. If there is more than one of you, all are bound jointly and severally by these terms.
30. In these terms, as appropriate, the singular includes the plural and vice versa, and reference to a party includes the heirs, executors, successors and assigns of that party.
31. You will ensure that any carriage of goods by road performed as part of the work is performed safely and in accordance with the Heavy Vehicle National Law and its Chain of Responsibility provisions. You will not comply with any directive or instruction by us that may cause a driver to exceed a speed limit or to drive while fatigued or in breach of a work or rest requirement under the Heavy Vehicle National Law.

Signed _____

Date- / /