



ABN 26 004 334 543  
880 Lorimer Street / PO Box 320, Port Melbourne VIC 3207  
Telephone: 03 9347 2611 Fax: 03 9347 6130  
www.vaughans.com.au  
Email: accountspayable@vaughans.com.au

## CONDITIONS OF AGREEMENT TO SUPPLY MATERIALS

VAUGHAN CONSTRUCTIONS PTY. LTD. 'the Company'

### GENERAL

1. The terms and conditions of this agreement shall not be varied, amended or discharged without the express written approval of the company.
2. Notwithstanding Condition 1, the terms of any contract entered into by the company with the Head Contractor and any plans and specifications provided to the supplier shall be deemed to bind the supplier.

### COST

3. The price quoted in these terms <sup>3</sup>the price is not subject to variation due to rise or fall in the price of materials 4. Progress payments will be made by the company upon part performance works of supply of materials upon receipt of the supplier's invoices within 60 days of receipt. Providing accurately documented Claims or Tax Invoices are received. Notwithstanding this, tax invoices which are received within 5 business days of the start of the month will be paid by the company on or before the last day of that month.

### TIME

5. No variation to the commencement date or completion date will be accepted unless the written consent of the nominated site representative of the company is obtained with a copy sent to the company within seven days.
6. Time is of the essence in this agreement. It is the responsibility of the supplier to comply with its liabilities under this agreement by the completion date and in accordance with the company's construction schedule. In the event of breach of this condition the supplier shall allow such sum liquidated damages as may be incurred by the company pursuant to the Head Contract.
7. In the event that the supplier incurs overtime or other additional expenses in order to comply with Condition 6, such expenses shall be the sole responsibility of the supplier.

### SUPPLIERS LIABILITIES

8. The supplier agrees to supply goods in conformity with the terms of this agreement and any plan or specifications provided to it by the company and warrants that the goods supplied will be fit for this purpose. The company reserves the right to reject any goods supplied by the supplier which do not meet this standard.
9. The supplier will insure against all public liability for not less than \$2,000,000 and shall indemnify the company against all public liability claims arising out of the goods and services provided by the supplier for the duration of the maintenance period. Such insurance shall cover liability for: (a) Bodily injury or death; (b) Property damage to all property including property of the proprietor of the site; (c) Any cross-liability which may arise, 10. The company is under no liability in relation to the supplier's property, plant, tools, supplies or equipment and the supplier accepts all risks in relation to damage and/or loss of these items and shall insure against the event of such damage and/or loss.
11. The acceptance of this order by the supplier or supplier implies that the workmanship and material is carried out in accordance with all relevant Building Regulations, S.A.A. Codes and other Governmental Enactments or Regulations.