PURCHASE ORDER TERMS AND CONDITIONS

1. INTERPRETATIONS AND GENERAL MATTERS

1.1 Definitions
Goods means goods, equipment, materials, articles, or any other property or parts to be provided to ISS by the Supplier under the Purchase Order or otherwise, excluding all documentation, software, processes, activities such as design, manufacture, inspection, testing, quality assurance, and manufacture.

GST means the goods and services tax imposed by the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and its associated legislation and regulations.

ISS means ISS Facility Services Australia Limited and all its Related Bodies Corporate as defined in section 451 of the Corporations Act 2001 (Cth).

ISS Policies and Procedures means the ISS Supplier Code of Conduct, the ISS Code of Conduct, the ISS Anti-Corruption Policy and all other ISS policies and procedures as updated from time to time.

Legislative requirements require the observance of Australian statutes, ordinances, regulations or by-laws and include necessary licenses, permits and consents.

OHS Laws means all laws relating to the protection of the environment, health and safety.

Purchase Order means the purchase order (with or without purchase order number) issued by ISS to the Supplier and includes these Terms and Conditions.

Purchase Information means the section of the Purchase Order to be completed by ISS which identifies the Supplier and includes a brief description of the Services and/or Goods.

Supplier means the person performing the Services and/or providing the Goods, as identified in the Purchase Order Form.

Services means the work/services which the Supplier is required to perform and complete under the Purchase Order, as set out in the Purchase Order Form. Services includes any defects, alterations, additions, or modifications to the Goods.

Supplier must mean the Supplier and/or its Affiliates to whom the Supplier assigns all, or any part, of the Purchase Order without the prior written approval of ISS.

Terms and Conditions means these terms and conditions which form part of every Purchase Order, whether or not formally issued or by which can be downloaded from http://www.au.signorid.com/.

Warranty Period means in relation to the Goods as follows:
(a) from date of manufacture until the date of completion of the Services, as determined by ISS;
(b) from date of delivery or supply of the Goods to the nominated delivery point, and
(c) from date of delivery to the nominated delivery point, for a period of one year.

1.2 Interpretations
Interpreting terms importing the singular shall include the plural and vice versa. Unless otherwise specifically indicated, words inserted for convenience only and must not be used to interpret the text. Words denoting a natural person shall include words denoting a corporation and vice versa.

1.3 Supplier to inform itself
The Supplier will be deemed to have carefully examined all documents provided by ISS prior to acceptance of the contract and the cancellation thereof, contingencies, risks, contingencies and other circumstances which might affect the performance of the Supplier and/or the performance of the Goods. No increase in the Purchase Order price will be allowed for the Supplier’s failure to ensure that they have fully informed all the circumstances relating to the Purchase Order.

1.4 Ambiguities
The meaning of any ambiguity in these Terms and Conditions and the Purchase Order, the Purchase Order shall prevail over any other applicable ISS contractual agreement (such as an Australian Standard of ISS standard form) executed by the Supplier.

Subject to clause 1.4(a), if the Supplier discovers any ambiguity in the Purchase Order issued by ISS in writing, ISS will then determine the correct interpretation of the Purchase Order, and the Supplier shall be bound by such determination and the Supplier have no effect on the Purchase Order price.

1.5 Use of Documentation
Documents issued by or, on the request of, or to the Supplier, must not be copied or used for any purpose other than the performance of the Services and/or supply of the Goods, without the prior written approval of ISS.

1.6 Confidentiality
(a) Any information provided by ISS to the Supplier, which is not noted as, or by which its nature, confidential, may not be disclosed to any third party without ISS’s written consent.

(b) The Supplier must not make any information which includes details about the terms and conditions of the Purchase Order, for publication in any communication media, without the prior written consent of ISS.

1.7 Warranties
No failure or delay on the part of ISS in exercising any of its rights under the Purchase Order shall be construed as a waiver of any such rights.

1.8 Subcontracting and Assignment
The Supplier will not assign all, or any part, of the Purchase Order without the prior written approval of ISS. Approval of ISS in such case will not relieve the Supplier of any of its obligations under the Purchase Order.

1.9 Entire Agreement
This Agreement constitutes the entire agreement between ISS and the Supplier. The parties shall not be bound by, or liable for, any statement, representation, promise or understanding not set out in the Purchase Order Form.

1.10 Communications
Any notice or other communication required under the Purchase Order shall be deemed to have been given at the time when it is delivered to, or received by, the addressee at the address nominated by the relevant party.

1.11 Compliance with Laws
The Supplier must comply with the following legislation in effect in respect of the supply of the Goods and/or the performance of the Services, including, without limitation, all WHS Laws.

2. INSURANCE
The Supplier shall effect and maintain:
(a) public liability insurance to the value of $5 million;
(b) workers’ compensation insurance as required by law;
(c) motor vehicle third party damage insurance.

3. ACCEPTANCE
(a) A Purchase Order is deemed accepted by the Supplier upon any subsequent performance by the Supplier of any of the Services or Goods.

(b) These Terms and Conditions expressly exclude the Supplier’s terms and conditions of sale and supply provided by the Supplier in connection with the Purchase Order.

(c) If the Supplier’s terms and conditions relate to the Delivery and Services Agreement or any other contract form executed by the Supplier and the Supplier reasonably alleges that there is a difference between these Terms and Conditions and the terms and conditions of the Supplier and ISS, the Supplier must notify ISS in writing of such terms and conditions and the Supplier Services Agreement (or other form of contract executed by the Supplier).

4. INDENMIFICATION AND LIABILITY
(a) The Supplier must indemnify and keep indemnified ISS and its officers, employees, agents, contractors and insurers, from and against叁和 damages, losses, costs, expenses and liabilities suffered by ISS in connection with a claim that results as a result of a breach, omission, negl...