

TERMS AND CONDITIONS OF PURCHASE

1. PARTIES

The supplier acknowledges and agrees that the purchasing party to the contract for the supply of goods, services, and/or equipment pursuant to this Purchase Order is Central Highlands Rural Health (Hereafter Referred To As Central Highlands Rural Health).

2. TITLE AND RISK

Title to and the risk in any goods or equipment hereby ordered shall pass to Central Highlands Rural Health after physical delivery thereof is taken by Central Highlands Rural Health and the goods have been inspected and accepted by Central Highlands Rural Health.

3. INSPECTION AND REJECTION

All goods when delivered are accepted subject to subsequent inspection and Central Highlands Rural 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 Central Highlands Rural Health any payment made in respect of the goods including transportation costs, immediately on receipt of advice of rejection or at the option of Central Highlands Rural Health, replace the goods. Rejected goods shall in all respects remain at the risk of the supplier.

4. DELIVERY

Subject to the following, deliveries shall be made as specified in this Purchase Order and Central Highlands Rural Health shall not be liable to accept and pay for quantities in excess of that set out in the purchase order. Central Highlands Rural Health accepts no responsibility for any goods delivered to locations or at times other than those specified on this order. A detailed delivery docket quoting this order must be supplied with the goods at the time of delivery.

Supply Store Hours Daylesford: 08:00 to 16:00 - Monday to Friday.

Supply Store Hours Kyneton: 08:30 to 16:00 - Monday and Tuesday or 08:00 to 12:00 Thursday and Friday excluding Public Holidays.

5. DRAWINGS ETC.

All drawings, specifications and data furnished to the supplier remain the property of Central Highlands Rural 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 will 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 Central Highlands Rural 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 Central Highlands Rural Health and are to be delivered to Central Highlands Rural Health, should it so request.

6. CANCELLATION

Central Highlands Rural 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 the delivery schedule 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 or official manager appointed. Such right of cancellation

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is in addition to and not in lieu of any other remedies which Central Highlands Rural Health may have in law or equity.

7. LIABILITY

The supplier warrants to Central Highlands Rural 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.

The supplier further warrants that it has the right to sell the goods at the time when title to the goods passes to Central Highlands Rural 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.

The supplier shall indemnify and keep indemnified Central Highlands Rural 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 Central Highlands Rural Health may have at law or in equity.

7.1 The supplier must not, and must ensure that its employees, agents and contractors do not, disclose to any person, without the prior approval of Central Highlands Rural Health:

- (a) the contents of this Purchase Order;
- (b) any information acquired by the supplier, its employees or its contractors concerning any patients receiving services at Central Highlands Rural Health; or
- (c) any information regarding Central Highlands Rural Health's systems, procedures, employees or activities, except as required by law.

7.2 The supplier must ensure that its employees, agents and any contractors engaged by it comply with:

- (a) section 141 of the Health Services Act 1988 (Vic) and section 346 of the Mental Health Act 2014 (Vic) which relates to the unlawful disclosure of patient information; and
- (b) all applicable privacy, health records or similar legislation that Central Highlands Rural Health must comply with.

7.3 The Supplier must ensure that its sub-contractors agree to abide by the provisions of this clause 7.

7.4 The obligations imposed by this clause 7 will survive the expiry or termination of this Purchase Order.

8. GOVERNING LAW

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

9. CONFLICTING CONDITIONS OF SUPPLIER

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If any conditions contained in the supplier's quotation, acceptance of order or other documentation shall be contrary to or differ from the above conditions except where those conditions expressly contemplate such, all of 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, as acceptance of the order by the supplier will be taken by Central Highlands Rural Health as an acknowledgment that these terms and conditions of purchase shall be incorporated into the contract between the parties as conditions of that contract.

10. VARIATION

These terms and conditions shall not be subject to modification or variation unless affected in writing or signed by a duly authorised representative of Central Highlands Rural Health.

11. 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 Central Highlands Rural Health.

12. PACKING AND DELIVERY

Unless otherwise agreed in writing, the cost of delivery, boxing, packing, crating and storage of goods or equipment supplied 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).

13. ADMINISTRATIVE REQUIREMENTS

13.1 All delivery dockets, invoices, packages and correspondence must display the purchase order number quoted by the Central Highlands Rural Health purchasing officer. Invoices that do not display a purchase order number will not be paid by Central Highlands Rural Health.

13.2 All delivery dockets must contain the following basic information:

- (a) The vendor's name and address;
- (b) The item's detailed specification; and
- (c) The unit price, total price and any discount.

13.3 All invoices must contain the following information details:

- (a) the vendor's trading name, full address, ABN, Contact details and Direct Debit details;
- (b) the manufacturer's name and country of origin;
- (c) Australian content claimed (if duty is applicable specify tariff and duty rates);
- (d) the item's detailed specification (use attachments as necessary);
- (e) the unit price, discount delivery charges, amount of duty (if applicable) and settlement terms (*if subject to foreign exchange variation, the original exchange rate and the unit of currency on which the calculation was made must be stated*).

14. ELECTRICAL EQUIPMENT

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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.

15. ACCESSORIES AND OPTIONS

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

16. COMPLIANCE AND REGULATIONS

All equipment must comply with the relevant requirements of Commonwealth, State or Local Government authorities and the Australian Standards Association. If the goods being supplied are toxic, poisonous or in other dangerous form, the labelling requirements of the Commonwealth Government and International Air Transport Association (IATA) "Dangerous Goods Regulations" must be followed. Restricted articles regulations shall apply.

Where the goods/services/equipment or other item supplied come within any part of the definition of "Medical Device" under the Therapeutic Goods Act 1989 (Cth) section 41DB, the supplier warrants and undertakes as a term of the contract of supply that the said goods/services/equipment or other item as actually supplied, at the time of the supply, are included in the Australian Register of Therapeutic Goods. The supplier agrees to provide written evidence of such inclusion in the Register of particular goods/services/equipment or other item prior to delivery upon request by the Central Highlands Rural Health.

17. MARKING

Marking on each item of equipment supplied will be marked in a legible, indelible and irremovable manner with the following: -

- (a) the manufacturer's name or registered trade mark;
- (b) the vendor's name or registered trade mark, address and telephone number for service;
- (c) the name or title of the equipment;
- (d) the model number or name specific to the particular design;
- (e) a serial number identifying the individual item of equipment (this requirement applies to each major item of equipment supplied to this specification, but not accessories).

18. DOCUMENTATION

All major equipment shall be supplied with an electronic copy of full operating instructions in English together with all necessary instructions 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 that installation and specify what part or parts if any of the installation are included in the quoted price.

19. PRICE

The price stated on the order which is exclusive of goods and services tax is to remain firm and no variation will be accepted for any reason whatsoever, without the prior written approval of a duly

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authorised representative of Central Highlands Rural Health in the form of a Central Highlands Rural Health Purchase Order. The goods and services tax amount must be included by the supplier on a proper tax invoice in accordance with the “A New Tax System” (Goods and Services Tax) Act 1999 (Cth) and regulations.

20. TERMS OF PAYMENT

Proper tax invoices are to be submitted to Central Highlands Rural Health in accordance with the “A New Tax System” (Goods and Services Tax) Act 1999 (Cth) and regulations. Unless otherwise agreed in writing, payment is to be made at the end of the calendar month following month of supply.

20.1 Terms used in this clause have the same meaning as those terms in A New Tax System (Goods and Services Tax) Act 1999.

20.2 Central Highlands Rural Health must pay the supplier any GST payable in respect of the goods supplied in addition to the stated price.

20.3 Central Highlands Rural Health must pay to the supplier any amount of GST that Central Highlands Rural Health is required to pay at the same time and in the same manner as Central Highlands Rural Health is required to pay the consideration for the supply to which the GST relates.

20.4 The supplier must issue a tax invoice in the format required by Central Highlands Rural Health and the law to Central Highlands Rural Health for the supply. The tax invoice must set out the amount of the GST payable by Central Highlands Rural Health.

20.5 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.

20.6 The supplier indemnifies Central Highlands Rural Health for any loss it suffers as a result of the Supplier not being registered for GST and/or Australian Business Number purposes. On request by Central Highlands Rural Health, the supplier must produce evidence that it is so registered.

21. RECORDS

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

21.1 orders for the goods which have been made by Central Highlands Rural Health, and

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

22. INSURANCE

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

23. SUPPLIER CODE OF CONDUCT

23.1 The Victorian State Government's Supplier Code of Conduct is available at the Victorian Government Purchasing Board website: <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>. Updates and amendments to the Code will also be made available at this website.

23.2 The Supplier acknowledges that:

- (a) the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
- (b) the Supplier has read and will comply with the Supplier Code of Conduct; and
- (c) 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.

23.3 The appropriate handling of offers of gifts, benefits and hospitality is critical to earning and sustaining public trust. As such, Suppliers are expected not to:

- (a) offer Central Highlands Rural Health personnel gifts or benefits, either directly or indirectly;
or
- (b) take any action in order to entice Central Highlands Rural Health personnel or obtain any unfair or improper advantage.