



WORKING TO BUILD A HEALTHY AUSTRALIA  
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## **GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

### **1. GENERAL**

- 1.1. These are the Terms and Conditions referred to in the Purchase Order.
- 1.2. These Terms and Conditions apply to any Purchase Order issued by NHMRC on behalf of the Commonwealth to the nominated supplier, whether as an offer or acceptance of offer.
- 1.3. Subject to 2.1, these Terms and Conditions will prevail in any conflict between them and the terms of offer or acceptance by the Supplier.

### **2. SPECIAL TERMS AND CONDITIONS**

- 2.1. Where any Special Terms and Conditions are included and they are inconsistent with these Terms and Conditions, the Special Terms and Conditions will prevail to the extent of the inconsistency.

### **3. PACKING**

- 3.1. Goods are to be packaged to ensure safe delivery.

### **4. DELIVERY**

- 4.1. Goods must be delivered at the time, place and manner specified in the Purchase Order or by the Commonwealth in writing.

### **5. QUALITY**

- 5.1. The Goods must be free from defects in materials and workmanship and at least of merchantable quality.
- 5.2. The Commonwealth can inspect Goods at any time and reject Goods that are not in accordance with the Contract.
- 5.3. Goods can be rejected by the Commonwealth after acceptance if they do not comply with the Contract.
- 5.4. The Commonwealth is not liable to pay for rejected Goods, Goods damaged by inspection or costs associated with inspection or rejection.
- 5.5. If Goods are rejected by the Commonwealth the Supplier must, without prejudice to the Commonwealth's rights;
  - a) replace or repair, without cost to the Commonwealth, the rejected Goods; or
  - b) remove the rejected Goods and refund payment of rejected Goods.
- 5.6. The Supplier must comply with, at no cost, all efforts of the Commonwealth to inspect the Goods.
- 5.7. The Supplier will not bulk manufacture Goods until the Commonwealth has approved the purchase of Goods.

### **6. PASSING OF PROPERTY**

- 6.1. Property in and risk of loss or damage to the Goods passes to the Commonwealth upon delivery.

### **7. WARRANTY**

- 7.1. Should any defect or omission be discovered in the Goods during any warranty period, the defect or omission must be corrected without delay and at no cost to the Commonwealth.
- 7.2. The Supplier must meet all costs of and incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.

### **8. INCLUSIVE PRICE**

- 8.1. The price of Goods includes:
  - (a) all taxes, duties and other imports for which the Supplier is liable;

- (b) all amounts payable for the use (whether in the course of manufacture or usage of the Goods) of patents, copyright, registered design, trademark or any other intellectual property rights; and
  - (c) all charges for supply of the Goods.
- 8.2. No extra charges will be made for testing, inspection, packing, delivery, insurance or otherwise.
- 8.3. The Supplier indemnifies the Commonwealth against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trademark or any other intellectual property rights, by reason of the purchase, possession or use of the Goods.

## **9. ASSIGNMENT**

- 9.1. The Supplier must not, without consent in writing of the Commonwealth, assign the Supplier's rights under the Contract.

## **10. SUB CONTRACTING**

- 10.1. The Supplier must not, without consent in writing of the Commonwealth, subcontract the whole or any part of the work or manufacture or supply of the Goods.
- 10.2. The Supplier will be liable to the Commonwealth for the acts and omissions of any subcontractor as if those were the acts or omissions of the Supplier.

## **11. APPLICABLE LAW**

- 11.1. The Contract will be governed by and construed in accordance with the law in force in the State or Territory in which the Purchase Order is signed.

## **12. PAYMENT**

- 12.1. Subject to 5.4, the Commonwealth must pay for the Goods no later than 30 days after:
- (a) property of the Goods has passed to it; or
  - (b) receipt of a correctly rendered invoice;
- whichever is later.
- 12.2. An invoice will be correctly rendered if it:
- (a) is addressed in accordance with the Purchase Order;
  - (b) identifies the Purchase Order; and
  - (c) is, where explanation is necessary, accompanied by documentation substantiating the amount claimed.

## **13. TERMINATION**

- 13.1. If the Supplier:
- (a) fails to deliver the Goods by the date required by the Contract;
  - (b) is in breach of any other material term of the Contract;
  - (c) being an individual, commits an act of bankruptcy, becomes a bankrupt, executes a deed of assignment or deed of arrangement under Part 10 of the Bankruptcy Act 1966 as amended or a creditor accepts a composition under that Act or any analogous overseas law; or
  - (d) being a corporation (other than for the purpose of a reconstruction or amalgamation)
    - (i) is the subject of a compromise or arrangement with its creditors;
    - (ii) in respect of property of which a receiver or a receiver and manager is appointed; or
    - (iii) in respect of which a provisional liquidator or liquidator is appointed;
- the Commonwealth can, without prejudice to any other rights and remedies it has under the Contract or otherwise terminate the Contract in whole or part by notice in writing to the Supplier.
- 13.2. On such termination the Commonwealth can:
- (a) cease payment under the Contract;
  - (b) recover from the Supplier all sums paid for undelivered Goods; and
  - (c) purchase similar Goods from alternative suppliers and claim by way of indemnity from the Supplier any loss it may occur in doing so.

## **14. INTERPRETATION**

- 14.1. In these Conditions:
- a) 'Manufacture' includes grow, extract, produce, process and assemble;
  - b) 'Contract' means the contract established between the Supplier and the Commonwealth by the placement of the Purchase Order;
  - c) 'Supplier' means the supplier listed in the Purchase Order;
  - d) 'Commonwealth' means the Commonwealth as represented by the National Health and Medical Research Council;
  - e) 'Goods' means the goods described in the Purchase Order;
  - f) 'Special Terms and Conditions' means any other terms and conditions of the contract in writing between the Supplier and the Commonwealth.