

Purchase order terms & conditions

1. APPLICATION OF TERMS AND CONDITIONS

- a. These terms and conditions apply to the supply of the goods or services described in this Order. The Supplier is deemed to have accepted these terms and conditions when the Supplier accepts this Order, notwithstanding that the acceptance of any documentation of the Supplier may contain a condition similar in terms to this condition.
- b. The Agreement begins on the Order Date and continues until Alfred Health accepts the goods or services, or the Required Date, whichever is later.

2. GOODS - SUPPLY

- a. The Supplier must supply the Goods to Alfred Health in accordance with this Agreement and any reasonable directions given by Alfred Health.
- b. The Supplier must deliver the Goods to the Delivery Point by the Time for Delivery as set out in the Purchase Order.
- c. Alfred Health accepts no responsibility for any goods delivered to locations or at times other than those specified on this order. Deliveries may only be made to The Alfred during the following hours 7.30am to 3.30pm, on the following days: Monday to Friday. Deliveries may only be made to Caulfield Hospital between 7.30am and 3.30pm, Monday to Friday.
- d. All goods delivered must be accompanied by a delivery docket detailing the official Purchase Order number, and/or an advance shipping notice (if requested by the Purchaser) the description and quantity of goods, and any other information required by the Purchaser.
- e. Title in the Goods will pass to Alfred Health upon acceptance of the Goods. Risk in the Goods will pass to Alfred Health when the Goods are delivered to the Delivery Point.

3. ACCEPTANCE

- a. Acceptance of the Goods or Services by Alfred Health will not be taken to have occurred until acceptance is acknowledged in writing by Alfred Health: Acknowledgement of delivery or receipt by or on behalf of the Purchaser will not constitute acceptance for the purposes of these terms and conditions.
- b. If Alfred Health does not give written notification of acceptance or rejection of the Goods or Services within 30 days of delivery, acceptance of the Goods will be deemed to have occurred on the date of delivery.
- c. If Goods:
 - i. do not conform with this Agreement; or
 - ii. on delivery are damaged, unfit for purpose or not of merchantable quality,
- a. Alfred Health may reject the Goods by giving written notice (including reasons for rejection) to the Supplier within 30 days of delivery. Alfred Health is not obliged to pay for any rejected Goods.
- d. Any payment made prior to acceptance will not constitute acceptance and the Supplier must refund to the Purchaser any payment made in respect of goods (including transportation costs) immediately on receipt of advice of rejection.

4. WARRANTIES

The Supplier warrants to Alfred Health, that:

- a. in the case of Goods, the Goods:
 - i. are new and fit for the purpose stated in the Purchase Order (or, if no purpose is stated, the purpose for which the Goods would ordinarily be used);
 - ii. conform in all respects with this Agreement;
 - iii. are free from defects (including defects in installation); and
 - iv. are of merchantable quality and comply with all Laws.
- b. in the case of Services:
 - i. where Alfred Health has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result
 - ii. the Supplier is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services and to grant to Alfred Health any licences contemplated or implied by this Agreement

5. CONTRACT PERSONNEL

- a. The Supplier may only employ or engage people to perform the Services ('Personnel') who are careful, skilled, experienced, competent, qualified and (where applicable) registered in their trades and callings.
- b. The Supplier is entirely responsible for the employment or engagement of all Personnel and the terms, conditions and payment of employment or engagement of all Personnel.
- c. The Supplier is responsible for ensuring that the Personnel are adequately supervised and properly perform their duties at all times.
- d. The Supplier warrants that it is registered as an employer in accordance with the requirements of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) and that its insurance arrangements are and will remain current while this Agreement is in force.

6. INTELLECTUAL PROPERTY

- a. The Supplier irrevocably and unconditionally grants to Alfred Health a non-exclusive, perpetual, royalty free, worldwide and transferable licence (including the right to sub-license) to use any Intellectual Property Rights in relation to any goods or services supplied to the extent necessary to allow Alfred Health the full use and enjoyment of those goods or services and the Supplier must, upon request by Alfred Health, do all things as may be necessary (including executing any documents) to give full effect to such rights.
- b. Any data, information or insights generated by the Supplier during the course of providing the Services will remain (and, if necessary, will become) the property of Alfred Health. The Supplier will assign to Alfred Health from the date of creation all Intellectual Property Rights in any data created by or on behalf of the Supplier.
- c. The Supplier must only use the Data to the extent necessary to perform its obligations under this Agreement.

7. ASSIGNMENT

The Supplier may only assign any of its rights under this Order with the Purchaser's prior written consent.

8. ACCESS

When at Alfred Health's premises, the Supplier must, and must ensure that its Personnel, act in a safe way and comply with any lawful directions of Alfred Health or its Personnel.

9. LIABILITY

- a. The Supplier indemnifies, and will at all times keep Alfred Health indemnified against any costs and expenses (including all legal and settlement costs determined on a full indemnity basis) or compensation arising out of, or in any way in connection with any personal injury, property damage; wilful misconduct or unlawful act or omission; loss or corruption of Data, or third party claim arising out of a breach of the Agreement by the Supplier or its Personnel (including breach of warranty) or any negligent act or omission of the Supplier or its Personnel which was caused, or contributed to by, any act or omission by the Supplier or any of its Personnel.
- b. The Supplier's liability to indemnify Alfred Health is reduced to the extent that any wrongful or negligent act or omission by Alfred Health or its Personnel contributed to the liability, loss, damage, cost, expense or compensation.

10. INSURANCE

The Supplier must obtain and maintain public liability insurance cover and (for Goods) product liability insurance cover and (for Services) professional indemnity insurance cover, for a period of 7 years after the Goods or Services are delivered with coverage of \$5 million for any single event and in the aggregate.

11. COMPLIANCE AND REGULATIONS

The Supplier must, in performing its obligations under the Agreement, comply with the Laws relevant to the Supplier supply of goods or services.

12. CONFIDENTIALITY

- a. The Supplier and its Personnel must keep Information ABOUT Alfred Health's business, commercial operations and patients and secure and must not disclose or otherwise make available any such to any other person unless compelled by law.
- b. The Supplier acknowledges that it will be bound by the Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations) with respect to any act done or practice engaged in by the Supplier for the purposes of the Agreement, in the same way and to the same extent as the Privacy Obligations would have applied to Alfred Health in respect of that act or practice had it been directly done or engaged in by Alfred Health.
- c. The Supplier consents to Alfred Health publishing or otherwise making available information in relation to the Supplier (and the supply of the Goods) to any body of the State, any other state or territory or the Commonwealth.

13. PRICE

- a. The Price is fixed and inclusive of all taxes (excluding GST), for the duration of the Agreement.
- b. The Supplier may not charge Alfred Health any additional fee or amount for packaging, transport, insurance, loading, unloading, storage or any other costs incurred by the Supplier in supplying or delivering the Goods to Alfred Health.

14. GST

- a. Terms used in this clause have the same meaning as those terms in A New Tax System (Goods and Services Tax) Act 1999.
- b. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Agreement are exclusive of GST.
- c. If GST is imposed on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with the Agreement.

15. INVOICE REQUIREMENTS

- a. Once Alfred Health has received and accepted the goods or services, the Supplier must submit a tax invoice (containing all information required in a tax invoice for the purposes of the GST Act together with such other information as Alfred Health may reasonably require) to Alfred Health for the Purchase Price.
- b. Alfred Health will pay the invoiced amount less any amount required by Law within 30 days of receipt of an accurate invoice.

16. TERMINATION

Alfred Health may terminate the Agreement with immediate effect by giving notice in writing to the Supplier if the Supplier fails to provide the goods or services in accordance with the Agreement, or breaches any provision of the Agreement and does not remedy the breach within 10 Business Days after receiving written notice requiring it to do so, **or** any of its Personnel commit fraud, dishonesty or any other serious misconduct.

17. VARIATION

These terms and conditions will not be subject to modification or alteration unless they are in writing and signed by a duly authorised representative of the Purchaser.

18. WAIVER

A waiver of any right, power or remedy under the Agreement must be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Agreement does not amount to a waiver.

19. SUB CONTRACTING

- a. The Supplier must not assign or sub contract to any third person any of its obligations in relation to the supply of the Goods without the prior written consent of Alfred Health (which may be given conditionally or withheld in its absolute discretion).
- b. The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

20. GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Victoria