



A S Harrison & Co Pty Limited

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A S Harrison & Co Standard Terms and Conditions of Purchase

1. General

- 1.1. In these terms and conditions (“terms”):
 - 1.1.1. **Supplier** means the person described on any purchase order (“PO”)
 - 1.1.2. **ASH** means A S Harrison & Co Pty Limited (ABN 89 000 030 437) and any related entities, agents, representatives, assigns and successors.
 - 1.1.3. **Goods** means the products and/or services specified on any PO
 - 1.1.4. **Contract** means any valid and binding supply agreement between the Supplier and ASH
 - 1.1.5. **PO** means a purchase order issued by ASH.
 - 1.1.6. **Purchase Price** means the price indicated on any PO
 - 1.1.7. **GHS** means the *Globally Harmonised System for Classification and Labelling of Chemicals*, as implemented in New South Wales, Australia under the Work Health and Safety Act 2011 and any subsidiary legislation.
 - 1.1.8. **Incoterms** means Incoterms Rules 2010 published by the International Chamber of Commerce.
- 1.2. In the event of any inconsistency between a contract, these terms and a PO, the contract shall be deemed to take precedence, followed by any conditions outlined on the PO, and finally these terms.

2. Terms of Purchase

- 2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to any relevant contract. ASH may cancel a rejected PO in whole or in part.
- 2.2. ASH will transmit POs by e-mail or fax. The Supplier shall issue written confirmation of receipt of a PO no later than one (1) working day after receipt.
- 2.3. ASH agrees to pay the purchase price for any goods supplied in line with the terms of payment and incoterms specified on the PO.
 - 2.3.1. If no terms are specified, ASH agrees to pay within 90 days of the delivery of the goods, or properly detailed invoice, whichever is later.
- 2.4. The Supplier agrees to make all reasonable efforts to deliver the goods by the “Required By” date specified on the PO. In the event that supply cannot be provided by the due date, or in the event of a delay, ASH shall be informed in writing at the earliest possible opportunity.
- 2.5. In the event that ASH agrees to extend the due date then the Supplier agrees that time is of the essence of the contract and will make all efforts to deliver the goods by the extended due date.
- 2.6. ASH agrees to purchase the goods in the currency specified on the PO.
- 2.7. The Supplier indemnifies ASH from and against all ASH’s costs and disbursements including legal costs incurred in exercising ASH’s rights under these terms.
- 2.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, embargoes, riots, insurrections, fire, flood, storm, defaults of ASH’s Suppliers or distributors, delays in transportation, instructions or priority requests of any government or any department of agency, civil or military authority, or other event beyond the reasonable control of either party.
- 2.9. The Supplier warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

3. Loss or damage while in transit

- 3.1. Unless agreed otherwise in writing, the Supplier is responsible for any loss or damage that occurs to the product during transport caused by any event of any kind, in line with the agreed incoterms for the supply.



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- 3.2. The Supplier will ensure that any goods are packaged appropriately and securely for transport prior to dispatch.
 - 3.2.1. The manner of packaging must be suitable for the mode(s) of transport that will be used between the Supplier and ASH's warehouse(s), including any necessary lashings, dunnage and packing
 - 3.2.2. This includes ensuring that goods are packaged in compliance with all relevant transport, environmental and work, health and safety laws and regulations.
 - 3.2.3. Where goods are delivered on pallets, the goods shall be adequately secured to the pallet to ensure that goods are not at risk of shifting or damage during loading, transit or unloading.

4. Passing of property or risk

- 4.1. Unless agreed otherwise in writing, the property, title and risk in goods supplied under this contract passes to ASH upon supply of the goods in conformity with the purchase order.

5. Returned Goods

- 5.1. ASH may inspect the goods on delivery and may reject any goods that are not in conformity with the PO or contract.
- 5.2. ASH will inform the Supplier of rejection of goods in writing to the Supplier. The Supplier is under a duty to accept the goods returned by ASH in pursuant to this clause.
- 5.3. ASH will return the goods to the address specified on the purchase order, or other address as directed by the Supplier.
- 5.4. ASH will pass on any costs associated with handling and returning goods rejected pursuant to this clause. These costs are payable by the Supplier to ASH.

6. Documentation

- 6.1. The Supplier agrees to supply an updated safety data sheet in compliance with GHS
- 6.2. The Supplier warrants that the product is labelled in conformance with the GHS
- 6.3. The Supplier agrees to provide a Certificate of Analysis ("COA") along with the goods for inspection prior to despatch of the goods.

7. Specifications

- 7.1. The Supplier will supply product in line with any agreed specifications. Where ASH has approved a sample provided by the supplier then the goods shall conform to the sample. The Supplier warrants that any goods supplied to ASH will be of merchantable quality and fit for purpose.
- 7.2. In the event of a change in specification, raw materials, packaging, manufacturing process or change in manufacturing plant ASH shall be informed at the earliest instance and prior to shipment of goods and may delay or cancel the PO at its option.
 - 7.2.1. ASH reserves the right to reject goods that have been subject to a change as per clause 7.2 if they no longer meet ASH's requirements. Such a rejection will result in clause 5 being activated if the goods have been shipped to ASH.
- 7.3. Should the Supplier require a specification for the goods from ASH, the Supplier shall request such specifications prior to supplying the goods to ASH.
- 7.4. The Supplier agrees to supply goods with sufficient shelf life to enable ASH to meet its requirements.
 - 7.4.1. In the absence of other agreements this shall be interpreted to mean 75 % of the remaining shelf life at time of receipt of goods by ASH.

8. Confidential information

- 8.1. The Supplier agrees to maintain in strict confidence any information of a confidential nature which is disclosed by ASH.

9. Governing laws

- 9.1. These terms are governed by the laws of New South Wales, Australia.