

TERMS AND CONDITIONS OF PURCHASE

1. General

1.1 Every purchase order ('Order') we issue is an offer to acquire products or a service from you subject to these terms and conditions ('Standard Terms') and any written special conditions that we include with our Order. Where you accept our Order, there is a contract on this basis. Any terms and conditions in your quote, offer document, Order acceptance, or any other document you supply are excluded.

2. Delivery

2.1 You must supply products or services as, where, and when specified in our Order or as otherwise directed by us (at any time) in writing. You must keep us informed of any delays or other matters which may affect the delivery of products or completion of services.

3. Cancellations

3.1 We may cancel an Order by written notice to you:
(a) at any time prior to supply or commencement of work; or
(b) after supply, if products or services are not in accordance with our Order (including where wrong quantities are delivered) or if you otherwise breach this contract.

4. Quality

4.1 All products supplied and services carried out must strictly comply with all applicable laws, regulations, codes, Australian Standards, and our Order (including any performance criteria).
4.2 Goods must be fit for their intended purpose, free from defects, and of merchantable quality. Services must be performed to a high professional standard by appropriately trained and qualified personnel.
4.3 Without limiting clause 4.2, you must assign to us the benefit of any warranty or guarantee given by the manufacturer in respect of goods.
4.4 We may reject products that do not comply with our Order or these Standard Terms, even if previously inspected and accepted. If products are rejected, you must, at our option within 5 days:
(a) replace, repair, or re-supply the products at your expense; or
(b) refund to us any amount we paid for the rejected products.

5. Price and Payment

5.1 The price for products or services is the price stated in our Order.
5.2 Unless otherwise stated, the price includes:
(a) any applicable GST; and
(b) all packing, insurance, and delivery charges, taxes, and duties.
5.3 You may only invoice us after all products/services have been delivered or completed **to our satisfaction**. Your invoice must:
(a) be correctly addressed;
(b) identify our Purchase Order number;
(c) be a valid tax invoice for GST purposes; and
(d) where requested, be accompanied by supporting documentation.
5.4 We will pay all correctly rendered and undisputed invoices within **30 days** of receipt unless otherwise agreed.
5.5 If we dispute an invoice:
(a) payment is suspended until the dispute is resolved; and
(b) you must provide any information or documentation we request.
5.6 We may deduct from your invoice any amount you owe us, including under any indemnity.

6. Work Order Acceptance & Final Invoicing

6.1 The contractor **must** review the work order amount upon receipt. If there are any concerns or discrepancies regarding the dollar value, the contractor **must notify Reconstruct TM in writing within 48 hours** of receiving the work order.
6.2 Invoices submitted **above** the approved work order amount will **not be honoured** unless prior written approval has been obtained from Reconstruct TM.
6.3 Any invoice that exceeds the work order amount **without prior approval may be rejected or adjusted** at Reconstruct TM's discretion.
6.4 **Final invoices must be submitted by the project's completion date**. Invoices submitted after the completion date **may not be accepted**.

7. Variation Requests

7.1 If additional work is required beyond the original scope, the contractor **must** submit a **written variation request** and obtain approval **before commencing any additional work**.
7.2 Unapproved variations will **not** be reimbursed.

8. Title and Risk

8.1 Title to and risk in products pass to us on delivery.
8.2 You warrant that:
(a) you have complete ownership of the products free of any encumbrances;

(b) we will receive clear and complete title to the products free from any encumbrances; and
(c) no claim of infringement of moral rights will be brought against us by your employees or agents.
8.3 Any intellectual property rights created from your performance of this contract vest in and are assigned to us upon creation.

9. Our Materials

9.1 Any tools or materials paid for or supplied by us ('our materials') remain our property.
9.2 While our materials are in your possession, you must:
(a) hold them solely as our bailee;
(b) store them securely and maintain them in good condition;
(c) use them only for performing this contract; and
(d) return them to us upon request.

10. Confidentiality

10.1 You must keep our confidential information secure and not disclose it without our written approval.

11. Privacy

11.1 You and your representatives must comply with all applicable privacy laws.

12. Indemnity and Insurance

12.1 You indemnify us against all claims, damages, or liabilities arising from your performance of this contract, the products you supply, or any third-party intellectual property infringement claims.
12.2 You must maintain appropriate insurance policies and provide proof upon request.

13. Subcontracting

13.1 You must not subcontract any part of your obligations without our prior written approval.
13.2 You remain **principally liable** for the performance of this contract and for any subcontractor's actions.
13.3 Subcontractors must comply with all Site Safety Requirements.

14. Termination

14.1 We may terminate this contract if:
(a) you fail to supply products or services by the required date;
(b) you breach this contract; or
(c) you become insolvent or enter into administration.

15. Miscellaneous

15.1 This contract may only be varied with our written agreement.
15.2 You may not assign this contract without our prior written consent.
15.3 These Standard Terms, along with our Order, constitute the entire agreement.
15.4 The parties are independent contractors. No employment, agency, partnership, or joint venture relationship is created.
15.5 Our failure to enforce any right under this contract does not waive that right.
15.6 If a provision of these Standard Terms is unenforceable, it shall be read down to the point of severance.
15.7 This contract is governed by the laws of Victoria, Australia, and you submit to its jurisdiction.

16. Definitions & Interpretation

16.1 In these Standard Terms:

- 'Goods' means goods listed in our Order.
- 'Products' means goods and/or services, including deliverables.
- 'Services' means services listed in our Order.
- 'Us', 'we', or 'our' means **Reconstruct TM**.
- 'You' or 'your' means the supplier of products or services