



Australian Government



Standard Terms and Conditions for Purchase of Minor Goods and Services

1. General

- 1.1 The parties to this Contract are the Australian Nuclear Science and Technology Organisation (ABN 47 956 969 590) of New Illawarra Road, Lucas Heights, NSW, Australia ('we', 'us', 'our') and the person or organisation named as supplier in the purchase order to which these Conditions are attached ('you', 'your').
- 1.2 Subject to clause 1.6, these Conditions prevail in any conflict between them and the Purchase Order.
- 1.3 'Contract' means an authorised contract with ANSTO, created by the Purchase Order and these Standard Terms and Conditions.
- 1.4 A variation of this Contract is binding only if agreed in writing and signed by the parties. No variation of this Contract is legally binding upon either party unless in writing and signed by both parties.
- 1.5 You are taken to have accepted the terms and conditions of this Contract by indicating your acceptance by oral or written communication to our nominated contact officer, or by your conduct that is consistent with the existence of a contract. For example, if you start to perform your obligations under the Contract even though you have not expressly advised us of your acceptance.
- 1.6 The conditions of the Contract include any Special Conditions referred to in the Purchase Order. If any such Special Conditions are inconsistent with these standard conditions or any authorised contract, the Special Conditions will, to the extent of the inconsistency, prevail.

2. Goods

- 2.1 Any goods specified in the Purchase Order ('Goods') must be free from defects in performance, meet their purpose and be complete.
- 2.2 The Goods must be delivered in accordance with any specifications, including any timeframe, set out in the Purchase Order.
- 2.3 If there is a defect in the Goods or the Goods are not delivered in accordance with the specifications, we may by notice require you to remedy the defect, or complete the Goods, at no additional cost to us. (Refer also to clause 4.)
- 2.4 If the Goods do not meet their purpose or are not in accordance with the Contract, we may by notice require you to replace the Goods at no additional cost to us.
- 2.5 If you fail to remedy a defect in the Goods, complete the Goods or replace the Goods within 30 days after notification by us under subclauses 2.3 or 2.4, we may perform or have performed the necessary work and recover the cost from you.
- 2.6 If we require, you are to:
 - 2.6.1 submit samples of Goods, and you must not proceed to bulk manufacture until we have approved the samples; and
 - 2.6.2 provide reasonable access to your premises and all other necessary assistance for our representatives to inspect any manufacture or assembly of Goods.
- 2.7 Property in, and risk of loss or damage to, the Goods passes to us when the Goods are delivered to us. If we have paid for the Goods in advance, property in the Goods passes to us on the later of payment for, or delivery of, the Goods.

3. Services

- 3.1 You must perform any services specified in the Purchase Order ('Services') to a high standard in accordance with relevant best practice.
- 3.2 You must perform the Services in accordance with the specifications, including any timeframe, set out in the Purchase Order.
- 3.3 If the Services are not provided according to specifications, we may, by notice, require you to remedy any default in the performance of the Services, redo the Services or complete the Services, at no additional cost to us, or we may terminate the Contract as provided in clause 8 below.
- 3.4 Where you fail to remedy your default in performance, complete the Services, or redo the Services within 30 days after notification by us under subclause 3.3 we may perform the work or have it performed, the cost of which will be offset against any fees payable to you under the Contract, but where the costs exceed any remaining payments under the Contract, we may recover the cost from you.

4. Warranties

- 4.1 The warranty period commences on the date of delivery or acceptance of the Goods, whichever is the later, and shall be valid for 12 months, or the length of your or the manufacturer's standard warranty period, whichever is longer ('Warranty Period').
- 4.2 You warrant that:
 - 4.2.1 you are the legal and beneficial owner of the Goods, free from any third party interests; and
 - 4.2.2 for the Warranty Period, the Goods are free from defects in design, materials and workmanship.
- 4.3 If we, give you notice of any defect or omission discovered in the Goods during any warranty period, you must, during the Warranty Period, remedy defects in warranted Goods by repair, replacement or modification. You must meet all costs incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.

- 4.4 Where you fail to rectify a defect covered by warranty within 30 days after notification by us, we may perform, or have performed, the necessary remedial work. All costs and outgoings incurred will be reimbursed to us by you.
- 4.5 You warrant that we are free to use the Goods or any product of the Services once delivered to us, and that as far as you are aware the supply of the Goods or Services does not infringe the intellectual property or other rights of any other Third Party.

5. Contract Price and Payment

- 5.1 The contract price for the Goods or Services includes GST (if applicable). You will be liable for all other taxes, duties or government charges relating to the delivery of the Goods or performance of the Services.
- 5.2 We will pay for the Goods or Services no later than 30 days after our acceptance of the Goods or the satisfactory provision of the Services and receipt of a correctly rendered invoice.
- 5.3 An invoice is correctly rendered if it is complete, it contains your bank account details (if these have not previously been provided to us), the amount has been calculated in accordance with prices set out in the Purchase Order and, where explanation is necessary, accompanied by documentation substantiating the amount claimed, and is sent to the address for payment of invoices shown in the Purchase Order. If GST applies, you must give us a tax invoice that complies with the GST law.

6. Indemnity and Insurance

- 6.1 You indemnify us, our officers, employees and agents against all loss, damage, injury or expense we may sustain or incur as a result, whether directly or indirectly:
 - 6.1.1 of any breach of this Contract by you; or
 - 6.1.2 of any act or omission involving fault on your part in relation to the provision of Goods or services under this Contract (including negligence or wilful misconduct by you or your personnel).
- 6.2 You are to maintain prudent levels of insurance cover in connection with your potential liability under this Contract, and provide us with evidence of such insurance cover on request.

7. Additional Obligations

- 7.1 You and your personnel must not disclose or make public any information or material acquired or produced in connection with the Contract without our prior written approval.
- 7.2 You warrant that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of your obligations under the Contract. If, during the term of the Contract, a conflict or risk of conflict of interest arises, you are to notify us immediately in writing of that conflict or risk.
- 7.3 You must, when using our premises or facilities, comply with all of our relevant security and safety policies and procedures, as notified by us.
- 7.4 You must comply with all applicable laws, regulations and policies of the Commonwealth, of any State, Territory and local authorities (including anti-discrimination and equal opportunity laws, the *Fair Work Act 2009*, the *Privacy Act 1988* and the *Charter of the United Nations (Anti-terrorism Measures) Regulations 2001*).

8. Termination

- 8.1 We may immediately terminate this Contract or reduce the scope of the Goods or Services by giving written notice to you.
- 8.2 On such termination we can:
 - 8.2.1 cease payments under the Contract;
 - 8.2.2 recover from you any sums we have paid for Goods or Services not provided; and
 - 8.2.3 purchase similar services from alternative suppliers and claim by way of indemnity from you any loss it may incur in doing so.

9. Miscellaneous Provisions

- 9.1 You must not, without our prior written consent, sub-contract the whole or any part of the work under the Contract. Despite any approval to sub-contract, you remain fully responsible for the performance of your obligations under the Contract.
- 9.2 You must not, without our written consent, assign your rights under the Contract.
- 9.3 You are not by virtue of this Contract, and must not represent yourself to be, and must ensure that none of your personnel represent themselves to be, our employee, partner or agent or otherwise able to bind or represent us in performing your obligations under the Contract.
- 9.4 The Contract is governed by the laws of New South Wales.