

Hender Lee Electrical Contractors Pty Ltd ABN 27102530469 (“Hender Lee”) Trading Terms and Conditions for Purchasing of Goods or Services from a Supplier.

1. Precedence – The terms of this document reflect the basis on which Hender Lee is willing to contract with the Supplier. Regardless of any Supplier trading terms or correspondence, these terms shall be deemed to form part of the contract between the Supplier and Hender Lee (and prevail to the extent of any inconsistency with any other terms of that contract) unless Hender Lee specifically and unequivocally agrees in writing (signed by an authorised officer of Hender Lee) that the terms of this document do not apply. This applies even where the Supplier issues trading terms or correspondence after the Supplier receives this document.
2. Quotations shall be valid and can be considered as fixed prices for 30 days unless stated otherwise.
3. Email is a valid form of giving notices provided emails are sent to an email address used by each party in the ordinary course of dealing.
4. The Supplier warrants that it has in place suitable market available insurances on reasonable terms that comply with WA construction industry standards and laws for Work Accidents, Workers’ Compensation, Public Liability, Product Liability, and any relevant business activity related liability relevant to the supply of the specific goods or services.
5. Products and goods supplied by the Supplier must be fit for purpose and free of defects.
6. The Supplier accepts all liabilities for the product or services supplied other than for Consequential Loss of Hender Lee. Consequential Loss means profit, loss of profit, loss of opportunity to earn a profit, and loss of reputation.
7. The Supplier accepts responsibility to pay Hender Lee’s reasonable losses resulting from a late delivery.
8. Unless stated as a firm date on the purchase order, the delivery dates shall be preliminary as pre-agreed for long lead items and are subject to confirmation by Hender Lee. Hender Lee must provide confirmation of the delivery dates 5 weeks prior to this date otherwise the draft date is applicable as the fixed date. Prior to this 5-week deadline date the delivery date may be extended by Hender Lee (acting reasonably).
9. Acceptance of delivery of any goods or services does not constitute acceptance of correctness, quality or contractual conformance. Hender Lee shall have reasonable time to discover nonconformances or defects and Hender Lee are under no obligation to unpack or unwrap items until they are required for use. Any inspection does not affect Hender Lee’s rights in respect to defects or warranties.
10. The Supplier shall not disclose RFIs, RFQs, specifications, drawings, scope statements, negotiations, invoices, quotes, prices, estimates, rates or other information related to the supply of goods or services to Hender Lee to any other person without Hender Lee’s consent or where required by law.
11. Progress claims or deposits payments are not acceptable unless otherwise agreed or where the law requires it.
12. Hender Lee can rely on any information, drawings, statements, dimensions, or any other details provided by the Supplier.
13. Hender Lee does not agree to any guarantees, security, security instruments, mortgages, charges, caveat rights or similar terms to secure any debt or performance of any obligation.
14. Any cap or limitation on a warranty period or defects liability period in the Supplier’s trading terms shall not be applicable unless the relevant period is reasonable and (further) is not less than 12 months from the date of delivery or otherwise specified
15. The Supplier has no right to terminate for the Supplier’s convenience without Hender Lee consent. Hender Lee may terminate for convenience but shall pay the Supplier reasonable actual costs (to the extent that (1) the Supplier acting reasonably has been unable to mitigate such cost and (2) any payments made by Hender Lee do not cover such cost), provided that Hender Lee’s liability shall not exceed the agreed price for the goods/services. Without limiting Hender Lee’s rights, if goods or services become more than 45 days overdue for delivery Hender Lee can terminate without cost.
16. The applicable law is Western Australian law and any disputes shall be heard in Perth, Western Australia.
17. Hender Lee reserves all of its rights and warranties available under any statute.
18. For dry or any hire equipment Hender Lee will not pay or accept insurance levies on top of hire rates. Hender Lee hold insurance that covers any Hire Equipment to a value of \$250K in its possession at any time.
19. The invoiced amount can only be equal to or less than the Purchase Order sent to the supplier. If the amount quoted on the Purchase Order is insufficient or will be exceeded then prior approval by the supplier is to be sought.

Signed		Date:	
Company Name			
Name:		Position:	