

PURCHASE ORDER TERMS AND CONDITIONS

In these terms and conditions, unless the context otherwise requires:-

- i. "The Purchaser" means GLP Plant Pty Ltd or Gas Liquid Processing Engineering Pty Ltd, which term shall include any or all companies related to it or any subsidiary of it and any successors or assigns of the Purchaser.
 - ii. "The Supplier" means the person (which term shall include corporation or firm) identified as the supplier of goods or services on the purchase order.
 - iii. "The Goods" means the goods or materials or services specified in the purchase order.
1. These terms and conditions set out herein shall apply to and are incorporated into the offer by the Purchaser to acquire the Goods and the Purchaser is only prepared to acquire the goods upon these terms and conditions and no contract for the supply and acquisition of the goods shall exist between the Supplier and the Purchaser except upon these terms and conditions, except to the extent that they are inconsistent with or are varied by the express terms and conditions contained in the purchase order.

Formation and Interpretation of Contract

2. This contract comprises the whole contract between the Purchaser and the Supplier relating to the goods and supersedes all prior agreements, arrangements or understandings both written and oral. It shall be governed by and construed in accordance with the laws of the State of Victoria (in the country of Australia) and the Supplier submits to the jurisdiction of the courts of the State and all Courts of Appeal therefrom.

Variation of Contract

3. This contract may only be varied with the consent of the Purchaser and the Supplier in writing by their authorised representatives.

Supply

4. The Supplier shall not sub-contract or assign any of its obligations under this contract unless it has (a) promptly notified the Purchaser of the names and addresses of proposed sub-contractors and the extent to which the Suppliers obligations hereunder are proposed to be performed by them, and (b) obtained the prior written approval of the Purchaser thereto, which approval may be granted or withheld at the absolute discretion of the Purchaser. In the event that the Purchaser either approves or disapproves of any sub-contractor, the Supplier shall not thereby be relieved from the performance of any of its obligations under the contract.

Warranty

5. The supplier warrants:
- a. That the goods shall conform to the specifications submitted by the Purchaser in connection with this contract PROVIDED THAT where no such specification has been submitted by the Purchaser, the Goods shall conform to the relevant specification. If any, published by the Standards Association of Australia in respect of goods of like description and quality or, if no relevant specification has been submitted or published by the Purchaser or the Standards Association of Australia respectively, the goods shall conform to the detailed specification prepared by the Supplier, provided that such specification has been approved by the Purchaser; and
 - b. That the goods are of merchantable quality free from defects in material and workmanship, are fit and sufficient for the purpose intended by the Purchaser which has been expressly or impliedly made known to the Supplier and, where a sample has been supplied to the purchaser, that the goods will correspond to the sample.

Inspection

6. The supplier shall ensure that the goods and any components thereof are available for inspection by the Purchaser at the premises of the Supplier or approved sub-contractor at all times prior to supply thereof including during and upon completion of manufacture : If upon such inspection, the Purchaser determines absolute discretion of the goods or any part thereof do not conform to the provisions of the warranty contained herein the Supplier shall forthwith at its sole expense remedy or ensure the remedy of all relevant defects or other deficiencies.

Packaging

7. The goods must be suitably packed at the Suppliers expense to ensure their arrival at the Purchasers Premises, stated on the purchase order, in good condition. No extra charge shall be made by the Supplier for packing unless expressly authorised in the purchase order.

Delivery

8. The Supplier shall, at its sole expense (unless otherwise agreed in writing by the Purchaser), deliver the goods Free Into Store at the Purchases premises. Stated on the purchase order, on or by the date specified on the purchase order, and the Supplier acknowledges that time is of the essence of this Contract. Property in the good and risk in respect thereof shall pass to the Purchaser immediately after and only after delivery has been affected and the Purchaser has had a reasonable opportunity of examining Goods.

Insurance

9. Unless otherwise stated the Supplier is reasonable for comprehensive insurance of goods until delivery is made in accordance with this contract.

Copyright

10. All documentation and other information supplied by the Purchaser in connection with this contract, including drawings, designs and specifications, shall remain the sole property and be treated as secret and confidential by the Purchaser and all copyright and other interests of any kind in such documentation or information shall remain the sole property of the Purchaser. The Supplier shall not reproduce the documentation or information or otherwise do, authorise or permit any act which may constitute an infringement of the Purchasers rights or interests as aforesaid in such documentation without the permission of the Purchaser, and shall indemnify the Purchaser against any loss resulting from any infringement or alleged infringement of such rights or interests by its servants, employees, assignees or sub-contractors. Upon completion of this contract, the Supplier shall ensure that all such documentation and information as aforesaid and any copies thereof are returned to the Purchaser.

Patent

11. The supplier warrants the Purchaser that the manufacture and supply of the Goods and subsequent use or sale thereof by the Purchaser will not infringe any patent, registered design, trademark or other propriety right of any third party, and accordingly the supplier will indemnify the Purchaser against all costs, expenses claims and damages which may arise out of any infringement or alleged infringement thereof.

Special Tooling Dies and Artwork

12. Special tooling, dies, art work and like property, remain the property of the Purchaser and must be returned to the Purchaser upon completion of this contract or on demand. Special tooling, dies, art work and like property must not be used to make any products for resale to or use by another party without specific written agreement of the Purchaser. Special tooling dies art work and like property may not be disposed of without the prior permission of the Purchaser.