

Conditions of purchase

1. Introduction

- 1.1. These conditions apply unilaterally to all Suppliers (government, professional and private) seeking to provide Goods and/or Services to Land and Property Information pursuant to a Land and Property Information Purchase Order.
- 1.2. These conditions are in addition to and without prejudice to the rights of Land and Property Information at law as buyer.
- 1.3. These conditions are governed by the laws of NSW and the Supplier and Land and Property Information submit to the exclusive jurisdiction of the Courts of NSW.

2. Definitions

Except in so far as the context or subject matter otherwise indicates or requires definitions are as follows:

- 2.1. 'Supplier' means any supplier of Goods and/or Services pursuant to a Land and Property Information Purchase Order.
- 2.2. 'Purchase Order' means a documented request from Land and Property Information to a Supplier to deliver Goods or to perform Services.
- 2.3. 'Goods' means the Goods and Chattels to be supplied pursuant to a Land and Property Information Purchase Order.
- 2.4. 'Services' means the Services to be provided pursuant to a Land and Property Information Purchase Order and without limitation includes the supply of labour, the provision of consulting services or advice and the hire of plant and/or equipment.

3. Terms

- 3.1. The acceptance of a Land and Property Information Purchase Order by the Supplier includes acceptance of these conditions as the sole basis of the sale.
- 3.2. No agreement or understanding varying or extending a Land and Property Information Purchase Order shall be legally binding upon either party unless in writing and signed by both parties.
- 3.3. The Goods and/or Services described on the Purchase Order shall be supplied on the basis that any manufacturer's warranty shall be assigned to Land and Property Information upon receipt or delivery of the Goods and/or Services.
- 3.4. The Goods and/or Services described on the Purchase Order shall be supplied for the purpose for which the Goods and/or Services of the same kind are commonly supplied and for any other purpose made known to the Supplier, and the Supplier warrants that the Goods and/or Services are of merchantable quality and are free from defects in material and/or workmanship.
- 3.5. Land and Property Information reserves the right to cancel any Purchase Order, should the Supplier fail to deliver the Goods and/or Services shown on the Purchase Order in accordance with the quantities and instructions and/or by any specified due date, or where the Supplier is a natural person and becomes bankrupt, or where the Supplier being a corporation becomes insolvent, has an administrator appointed to it or is placed into liquidation and such cancellation shall not result in any form of liability by Land and Property Information to the Supplier.

- 3.6. Goods and/or Services rejected because of inferior quality or workmanship or not in accordance with the description on the Purchase Order shall be returned to the Supplier at their risk and be replaced by the Supplier. If the replacements cannot be delivered by the prescribed delivery date the Supplier shall inform Land and Property Information which reserves its rights in this regard.
- 3.7. A claim by the Supplier after acceptance of a Purchase Order that the price of the Goods and/or Services subject to the Purchase Order has increased will not be accepted save with the prior written approval of Land and Property Information.
- 3.8. Goods purchased are for the use of, or resale by, Land and Property Information and may be incorporated in any products. In no event shall any claim for royalties or other additional compensation be made by the Supplier by reason of such use, sale or manufacture.
- 3.9. The Supplier indemnifies Land and Property Information, its officers, employees and agents against all loss, damage, injury, or expense Land and Property Information may sustain or incur as a result, whether directly or indirectly, of any breach of the Purchase Order including any action or claim for alleged infringement of any patent, copyright, design, trade mark or any other intellectual property right, by reason of the purchase, possession or use of the Goods and/or Services.
- 3.10. All drawings, prints, samples, specifications and other illustrative or explanatory material supplied by Land and Property Information for the purpose of a Purchase Order shall remain the property of Land and Property Information and must not be used by the Supplier for any other purpose.

4. Delivery

- 4.1. The Supplier shall not release Goods and/or Services to Land and Property Information personnel until official identification is shown by both the employee/agent of the Supplier and Land and Property Information officer/representative.
- 4.2. The Supplier, their employee or agent shall ensure that the Goods and/or Services are delivered and/or provided in good merchantable condition within the specified time to the delivery address nominated on the Purchase Order.

- 4.3. Goods and/or Services constituting an order shall be free from encumbrances and all other adverse interests and Land and Property Information reserves the right to refuse to accept the Goods and/or Services if the Goods and/or Services are not free of all encumbrances.
- 4.4. Title to the Goods shall pass to Land and Property Information on delivery of the Goods and the risk in the Goods for insurance purposes or otherwise shall pass upon delivery of that order to Land and Property Information.
- 4.5. Delivery shall not be deemed complete until all the Goods and/or Services described on a Purchase Order have actually been received and accepted by a Land and Property Information officer/representative as per clause 4.1.

5. Quality

- 5.1. Land and Property Information can at any time prior to payment, reject any Goods and/or Services found not to be in accordance with the Purchase Order.
- 5.2. After acceptance Land and Property Information can reject Goods and/or Services for any non-conformity with the Purchase Order which could not have been discovered by reasonable inspection before acceptance.
- 5.3. Land and Property Information will not be liable to pay for any rejected Goods and/or Services or for any damage done to or arising from inspection or rejection of the Goods and/or Services.
- 5.4. If Land and Property Information rejects any Goods or Services the Supplier must, without prejudice to Land and Property Information's rights otherwise arising under the Purchase Order or the general law, comply with a request of Land and Property Information:
 - (a) To replace, without cost to Land and Property Information, the rejected Goods and/or Services in accordance with the Purchase Order or
 - (b) To refund any payment made for the rejected Goods and/or Services or
 - (c) To repair the Goods on site or otherwise to the satisfaction of Land and Property Information and in the case of (a) or (b) must remove the rejected Goods at the Supplier's expense.

6. Payment

- 6.1. Prices quoted on a Purchase Order are firm and inclusive of all customs and other duties and charges.
- 6.2. Standard Land and Property Information payment terms are 30 days unless other terms are incorporated in a NSW Government Contract. Payment will be made within the terms agreed on the Purchase Order or alternate agreement.
- 6.3. To ensure that payment is made within the terms agreed the Supplier's invoice must:
 - (a) be sent to the invoice address nominated on the Purchase Order
 - (b) quote the Purchase Order number
 - (c) match order and delivery details
 - (d) be, where explanation is necessary, accompanied by documentation substantiating the amount claimed and
 - (e) be, where GST is applicable, a valid tax invoice in accordance with GST legislation.
- 6.4. Electronic Funds Transfer (EFT) is Land and Property Information's preferred method of payment and will be used if a Supplier provides their BSB, account number, and account name.

7. Contacts

- 7.1. Any enquiries in regard to a Purchase Orders details should be directed to the Land and Property Information contact officer nominated on the Purchase Order.
- 7.2. Any enquiries or complaints in relation to invoice payments should be directed to the Team Leader, Accounts Payable, Corporate Finance, Land and Property Information on T: 02 9228 6748.
- 7.3. The General Manager of Land and Property Information may at his/her sole discretion award penalty interest in respect of overdue payments.

Disclaimer

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.
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