

PURCHASE ORDER TERMS & CONDITIONS

Parties and terms

1. These Terms & Conditions apply wherever Astron Corporation Ltd (and its related bodies corporate, referred to as Astron, we, our or us in these Terms & Conditions) acquire any goods or services from you (referred to as you or your in these Terms & Conditions). If any specifications are agreed in writing between Astron and you relating to the acquisition of those goods or services, those specifications also form part of these Terms & Conditions.
2. In consideration for payment of the price for the supply of goods or services set out in any purchase order or other documentation between you and us, you must supply the goods or services in accordance with these Terms & Conditions. Your supply of goods or services constitutes acceptance of these Terms & Conditions.
3. To the extent that any of your terms and conditions are supplied with the goods or services (including as printed consignment notes or other documents), those terms and conditions are of no force or effect and will not constitute part of these Terms & Conditions (even if any of our representatives signs those terms and conditions or annexes them to any purchase order).
4. If there is a specific written agreement between you and Astron in respect of the supply of goods or services, the terms of that written agreement apply to the extent of any inconsistency with these Terms & Conditions.

Supply of goods and services

5. You must supply the goods or services in accordance with these Terms & Conditions. At all times, you must supply the goods or services:
 - 5.1. Promptly, carefully and to a reasonable professional standards.
 - 5.2. Exercising all due care, skill, diligence and judgment, in an efficient, professional and cost effective manner and in accordance with accepted professional and business practices.
 - 5.3. In accordance with the reasonable instructions or directions given by us.
6. You must do all of the following at all relevant times:
 - 6.1. Hold all authorisations, permits and licences required under any law to supply the goods or services.
 - 6.2. Comply with the requirements of all laws of any kind applying to the supply of the goods or services.

- 6.3. Where relevant (including where you attend at our premises), comply with our standards, operating principles, policies and procedures, including our occupational health and safety policies, equal employment opportunity policies and environmental policies.
- 6.4. Comply with all reasonable directions from us to ensure minimal interference with our operations. This may include providing such information, reports or assistance as we reasonably require in relation to any statutory or other investigation in connection with the supply of the goods or services.
- 6.5. Where appropriate, you must plan, establish and maintain a conforming quality system and ensure that we have access to the quality system to enable monitoring and quality auditing.
7. You must supply the goods or services at the time specified in any documentation between us and you.
8. If you are given access to any of our information technology systems to enable you to supply the goods or services, you must do all of the following:
 - 8.1. Take all reasonable care in using the information technology systems including all hardware, software and applications, and observe all relevant security procedures and work practices.
 - 8.2. Not interfere with or disrupt or cause any damage to such systems.
 - 8.3. Ensure that such systems are protected from unauthorised access or use, or misuse, damage or destruction by any person.

Payments

9. Astron will pay you for supplying the goods or services. Astron will make all payments to you in accordance with the rates and charges as specified or documented between Astron and you.
10. The price agreed between Astron and you includes all of your costs and any charges for packing, insurance or delivery and the cost of any items used or supplied in the performance of the services. This price is inclusive of all tax and duties, except GST.
11. You must submit monthly invoices to Astron detailing the payments to be made by Astron. Astron will pay all correctly rendered invoices within 30 days of the end of the month in which the invoices are received by Astron.
12. Astron may withhold payment of any amount that it disputes in good faith until the dispute has been resolved.

13. You are responsible for and must pay all fees, charges and costs incurred in the supply of the goods or services. This does not apply to the extent that Astron has agreed in writing to be responsible for any payment.
14. Payments made by Astron to you are not wages or salary, and you are responsible for all taxes and other payments relating to employment.
15. Astron may set off any amount it owes you under these Terms & Conditions against any amount that you owe it under these Terms & Conditions or under any other agreement or arrangement with it.
16. You must not set off any amount Astron owes you under these Terms & Conditions against any amount that you owe Astron under these Terms & Conditions or under any other agreement or arrangement with Astron.
17. If you default in the performance of your obligations under these Terms & Conditions, Astron may give you notice to remedy the default specifying details of the default.
18. If you fail to remedy the default specified in a notice under paragraph 17 within 5 business days after receipt of the notice, Astron may suspend payment under these Terms & Conditions until the default has been rectified.
19. Suspension of payment will not in any way affect your continuing obligations under these Terms & Conditions and will be without prejudice to any other rights that Astron may have against you as a result of the default.

GST

20. All consideration provided under these Terms & Conditions is exclusive of GST, unless expressed to be GST-inclusive.
21. If GST is imposed on any supply made by you under or in connection with these Terms & Conditions and you first provide us with a valid tax invoice for that supply, in addition to the price you may recover an amount equal to GST payable in respect of that supply from us.

Your structure

22. You must engage sufficient employees with the necessary skills, expertise, qualifications and training to supply the goods or services.
23. You are responsible for the acts, omissions and defaults of your representative and employees.

Subcontracting

24. You must not subcontract the whole or any part of the supply of the goods or services without our prior written consent.

Occupational Health and Safety

25. Except as otherwise specified, you must take all necessary measures to:
 - 25.1. Protect people and property.
 - 25.2. Avoid unnecessary interference with our (and our representatives, invitees and agents) enjoyment of any facilities.
 - 25.3. Prevent any unreasonable nuisance, noise or disturbance.
26. If you fail to comply with your obligations in relation to health and safety, after giving notice to remedy any breach, we may have the obligations performed by any other person, at your cost.

Intellectual property

27. You acknowledge and agree that all intellectual property rights and confidential information discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the supply of the services will vest in, and are assigned to, Astron on creation. You must execute all documents and do all things required to give effect to this clause.
28. You must not infringe the intellectual property rights of any person in connection with supplying the services. You indemnify us against any loss that we incur or suffer, as a direct or indirect result of a breach of the intellectual property rights of Astron or a third party in connection with supplying the services.

Termination

29. A party may immediately terminate these Terms & Conditions by notice to the other party if any of the following occurs:
 - 29.1. The other party is in breach of its obligations under these Terms & Conditions and does not remedy the breach (to the extent that it can be remedied) for 14 days after receiving a notice from the first party specifying the breach and requiring it to be remedied.
 - 29.2. The other party is the subject of any insolvency event including by anything occurring that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due.

Insurance

30. You must maintain adequate insurance, including public liability insurance, professional indemnity insurance (where appropriate) and workers' compensation insurance with a reasonably acceptable insurer, and provide adequate evidence to us of such insurance on request. Such insurance must note our interests (where relevant).

Relationship

31. Nothing contained in these Terms & Conditions will be construed or have effect as constituting any relationship of employer and employee, partner, joint venture, agent or principal between you and us.
32. You must not hold yourself out as being entitled to contract, make any representation or accept payment in the name of or on behalf of Astron.

Warranties

33. You represent and warrant to Astron on a continuing basis that:
 - 33.1. You have full power to enter into and give effect to these Terms & Conditions and to complete the transactions contemplated by these Terms & Conditions.
 - 33.2. At all times, you will be suitably qualified and experienced, and will exercise all due care, skill, diligence and judgment in carrying out the services in an efficient, professional and cost effective manner and in accordance with accepted professional and business practices.
 - 33.3. You hold all licences, permits, consents and authorisations required under any law in relation to the supply of the goods or services and will continue to do so at all times while supplying goods or services to Astron under these Terms & Conditions.
 - 33.4. Any goods, equipment or materials or services supplied by you in connection with the supply of the goods or services will be of merchantable quality and fit for the purposes for which they are commonly supplied and described in these Terms & Conditions and as otherwise made known to you by us.
 - 33.5. Any goods or services supplied must match the description referred to in any relevant documentation between Astron and you or in any sample or demonstration provided by you.
 - 33.6. You have not done anything to improperly or unlawfully induce, reward or influence any person in relation to the entry into these Terms & Conditions or the supply of goods or services under these Terms & Conditions.
34. If the goods or services are found to be defective within the period of 12 months from which the goods or services are supplied, Astron may at its option:
 - 34.1. Return any defective goods to you.
 - 34.2. Reject the defective services.
 - 34.3. Repair or make good the defective goods.
 - 34.4. Re-perform or make good the defective services.

35. You must, at your cost, if requested to do so by us:
- 35.1. Repair or replace the defective goods.
 - 35.2. Re-perform or make good the defective services.
 - 35.3. Reimburse Astron for any costs incurred in repairing, re-performing making good any defective goods or services.

Governing law and jurisdiction

36. These Terms & Conditions are governed by the law of New South Wales, except that any rule of law having the effect of applying any law other than New South Wales, will not apply. You submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from such courts. You waive any claim or objection to the exercise of jurisdiction on any basis including on absence of jurisdiction or inconvenient forum.

Assignment

37. You may not assign any of your rights or obligations under these Terms & Conditions without our prior written consent.

Miscellaneous

38. No party is an agent, representative, partner of any other party by virtue of these Terms & Conditions.
39. If a section or clause or part of a section or clause of these Terms & Conditions can be read in a way that makes them illegal, unenforceable or invalid, but can also be read in a way that makes them legal, enforceable and valid, they must be read in the latter way. If any section or clause or part of a section or clause is illegal, unenforceable or invalid, that section or clause or part is to be treated as removed from these Terms & Conditions, but the rest of these Terms & Conditions are not affected.
40. No variation of these Terms & Conditions will be of any force or effect unless it is in writing and signed by the parties to these Terms & Conditions.